

ELECTRONIC FILING PILOT PROJECT PLAN - MARION COUNTY, INDIANA

STATEMENT OF PURPOSE

Pursuant to Administrative Rule 16 and Trial Rule 77, the Marion Superior Court and the Marion County Circuit Court (Marion County Courts), are authorized to establish practices and procedures for the filing, signing, verification and service of pleadings and papers, and sending notices, by electronic means.

The judges and the clerk of the Marion Superior Court and the Marion County Circuit Court have determined that an electronic filing system would advance efficiency in the Clerk's offices and the courts, and that members of the public and bar would be well served by such a system.

The Marion Superior Court and Marion County Circuit Court hereby adopt this proposal, hereinafter referred to as the e-Filing Project, for an electronic filing and service system in Marion County, to be submitted to the Division of State Court Administration for its approval. The Marion Superior Court and the Marion County Circuit Court acknowledge that the Division of State Court Administration may modify the pilot project requirements at any time.

The Project proposes to implement electronic filing for Civil Collections (CC) and Mortgage Foreclosure (MF) case types using the Lexis-Nexis File & Serve System (LNFS), in conjunction with the courts' case management system, JUSTIS, both of which already exist for the posting of Trial Rule 77(K) information. The LNFS is a web-based system providing subscription access as well as public access.

Administrative Rule 16 Appendix Section I

DEFINITIONS

The following terms in this plan shall be defined as follows:

- (1) “**Electronic Filing Service Provider**” (EFSP) means the service provided by Lexis-Nexis for e-filing and e-service of documents via the Internet. The service may be accessed via the internet or in person using Public Access Terminal at the courthouse or at other locations.
- (2) “**Public Access Terminal**” means a publicly accessible computer provided for the purposes of allowing e-filing and viewing of public court records. The public access terminal shall be located in the Marion County Clerk’s office at the courthouse or at other locations and made available during normal business hours in the Marion County Clerk’s office.
- (3) “**Electronic Filing**” (e-file) means the electronic transmission of documents to the court, and from the court, for the purposes of filing.

(4) “**Electronic Service**” (e-service) means the electronic transmission of documents to a party, attorney or representative under these rules. Electronic service does not include service of process or summons to gain jurisdiction over persons or property.

Administrative Rule 16 Appendix Section II

ELEMENTS OF PROJECT

The proposed plan provides the following elements required by the Appendix to Administrative Rule 16, Section II:

A. System Compatibility.

The Project will be built onto the base of the Marion County JUSTIS system and the existing Marion County Lexis-Nexis File & Serve System (LNFS). Various Attorneys, the Clerk's Office, the Courts and internal Marion County staff already use the LNFS system for the Civil Mass Tort litigation (Asbestos - MI case type) in Civil Room D02. The Project will use and enhance many features already in place with the LNFS, including:

1. **User registration and Security.** LNFS relies on proven, industry standard security mechanisms to assure transactions are handled appropriately. LNFS offers a “judicial grade” level of security with three layers of barriers and monitoring to ensure proper care, custody, and control. Security exists at the (1) user, (2) document/case, and (3) network/facilities levels. From secure password access to 24/7 automated monitoring, and physical constraints to access, LNFS is highly secure. Further, a series of failover protocols assure that data is protected against loss or corruption. Every user is assigned a unique user name and password. This includes secretaries, paralegals and other support staff, as well as attorneys. Support staff uses their own username and password to file on behalf of attorneys at their firm. LNFS also maintains internal procedures to validate users during registration. In addition, each court and law firm can establish one or more users as firm administrators. Firm administrators have the authority to add and remove users from the respective court or law firm account as necessary.

County Judicial Officers (Judges, Magistrates and Commissioners) along with Court Staff and Clerk staff will have their own “grade” level layered security ensuring that appropriate access to system features and accessibility is based on the users security group that they belong to.

2. **JUSTIS Integration.** Automated and implemented in the LNFS to include the update of existing cases CCS (Chronological Case Summaries) entries due to online ticket payment via the LNFS. The system currently updates various processes including events, disposition, dockets and financial information for the Asbestos Mass Tort litigation.

3. **Case Information Maintenance and Presentation.** The LNFS product provides a robust means for courts and firms to maintain case files. As a single provider hosted solution, users can submit and receive documents securely via the File & Serve system, but flexible case and file maintenance, client status and personal preferences are also key parts to LNFS

4. **Order Entry by Judges.** Judge Review functionality within LNFS allows judges, or their designees (Judicial Officers, Commissioners, Magistrates), to review proposed orders and automatically convert them to signed orders and issue them back out to the appropriate parties. Orders can be issued as proposed, rejected, or with revisions and attachments. Built-in flexibility of

Judge Review enables courts to setup workflow routing to meet their specific needs based on filing types. Once accepted, the Order can be configured for automatic docketing to the clerk's office case management system.

5. Billing Support. LNFS offers credit card or account billing to its law firm clients and automated collection and payment for courts using an Automated Clearing House process. When a law firm electronically files a document, court clerks review the filing and accept or reject each document and approve the filing fee amount due. If there are any edits performed during the clerk review process to court fees, an adjustment is made to the court transaction. Once an e-filed document is accepted, the Direct Payment Process begins. LNFS electronically transfers court filing fees via an overnight process to the designated financial institution through the U.S. Federal Reserve Bank's Automated Clearing House (ACH) payment system (Direct Payment). Law firm clients are then billed for reimbursement to LNFS.

6. Alert Processing and Notification. Provided via email notification as requested by the user/subscriber.

7. Security. LexisNexis File & Serve incorporates a robust set of security measures to protect the integrity of the documents and data managed by the system. See attachment 8 for additional details on System Architecture and security measures. The underlying focus for security measures include:

- Managing access to documents and the case information.
- Assuring the reliability and availability of the system so that information is always available.
- And preventing the loss, corruption, or destruction of documents and data.

8. Infrastructure/Architecture. LNFS is built on Microsoft .NET architecture and utilizes XML-based exchange protocols such as LegalXML ECF 1.1. LNFS architecture is implemented on industry standard HP Proliant SMP (symmetrical multiple processor) servers utilizing Microsoft Windows 2003 and Isilon's enterprise storage system. All components in the LNFS application environment have, at minimum, two points of redundancy and critical processes have additional levels of redundancy. All critical databases are housed on a clustered server. The cluster services user requests and additionally replicates each transaction to another standby server. In the event of a critical failure in the cluster server, the standby server can quickly become the active server with minimal impact on the customer. Filers are able to file 24 hours a day/ 7 days a week. Additionally, LNFS' Customer Service is available 24/7, 365 days a year. See Attachment 8 for additional details on System Architecture and Disaster Recovery capabilities.

9. Look and Feel. The Project will mirror the existing Marion County Mass Tort LNFS. Many of the screens and processes in the current system will be utilized and enhanced to incorporate the new E-filing screens and processes for the new case types.

B. User Hardware and Software Requirements.

- 1) **Individual access.** Attorneys in Marion County who practice in the Federal Court are required to file electronically. Therefore, many attorneys already have the hardware and software required to file electronically. The Project, as it is web-based, will require the following (Note: Recommendations are also listed):

	Minimum Requirements	Recommended Requirements	Recommendation Notes
Browser ¹	<ul style="list-style-type: none"> • Microsoft Internet Explorer IE 6.0 • Netscape Navigator 7.1 ¹ • Safari for Macintosh 	Microsoft Internet Explorer 7.0 or later	
Word Processor	Microsoft Word 2000 OR Corel WordPerfect v. 9.0	Microsoft Word 2003 or Corel WordPerfect 11	
Text Viewer	Adobe Acrobat 5 (Reader only; available at no charge)	Adobe Acrobat 6 (full version)	Use of the full version allows users to create PDF files and increase the speed of filing large documents.
Internet Connection Speed	56 Kbps modem per user	Broadband connections such as DSL or cable modem	Large documents may take a long time to upload with slow connections.
Scanner	HP ScanJet-compatible	Automatic document feeder	
Scanner Software	Should be capable of creating Multi-page TIFFs, PDFs, and 200 x 200 resolution documents	Adobe Acrobat writer full version	
Email	One email account/address for each user	No limitation on email message size (consult law firm IT staff for details)	

Marion County Court's Information Technology Department will publish and make known any additional hardware and software needs and specifications/guidelines for various users based on volume of submissions. This information will be made known to attorneys well in advance of their need to file electronically in the Marion County Courts.

- 2) **Public access.** The Project will also include publicly available computer terminals in the Marion County Clerk's office or other locations, which will provide all required hardware and software for filing by *self-represented* litigants or others who may require temporary use of the terminals to file case documents. Procedures will be created by Marion County Clerk's office to provide adequate access to the electronic filing system on the public access terminal.

C. System Users.

- 1) **Filer Information** - Parties shall e-file a document either:
 - a) By registering to use the EFSP; or
 - b) In person, by electronically filing through the Public Access Terminal. Parties filing in this manner shall be responsible for furnishing the pleading or instrument on an IBM formatted 3 1/2" computer disk, CD ROM, or any other disk or electronic media compatible with the clerk's office-system to be uploaded in person.

For the purposes of accessing the EFSP over the Internet, the following users are authorized to register as EFSP users:

- a) Licensed attorneys and their staff, including paralegals, secretaries
- b) Pro hac vice attorneys
- c) Judges and their staff
- d) Court administrative staff, including technical support staff
- e) Self-represented litigants
- f) Other public users, including media representatives

2) **Registration Requirements**

- a) All users of the e-filing system shall execute a user agreement with the Circuit and Superior Courts of Marion County pursuant to AR16 C.
- b) Persons who are authorized users and who desire to e-file or e-serve shall register with the EFSP. Upon receipt by the EFSP of a properly executed click-through user agreement, the EFSP shall assign to the user a confidential login and password to the system. Additional authorized users may be added at any time. No attorney or other user shall knowingly authorize or permit his or her username or password to be utilized by anyone.
- c) Registered users of the system shall notify the EFSP within 10-days of any change in firm name, delivery address, fax number or email address.
- d) Registrants will be issued a login and password upon fulfilling the registration requirements for the LNFS, outlined in the Registered User Agreement, identified as Attachment 2. Registrants shall not knowingly permit or cause to permit the password to be used by anyone other than an authorized agent of the registrant. New registrants will be invited to participate in the electronic filing training program, which will be conducted by LNFS on a regular basis in the Marion County Government Complex. The schedules for training sessions shall be posted on the Marion County Courts website and the LNFS website.
- e) Registered users are bound by the Registered User Agreement, which will be posted on the LNFS, and registration also constitutes the following:
 - i) The registrant's consent to receive service and/or notice electronically and a waiver of the right to receive service and/or notice by personal delivery or first class mail, including notice of the entry of an order or judgment under Trial Rule 72, except with regard to service of a summons and complaint under Trial Rules 4-4.17.
 - ii) An affirmation that the registrant will endeavor to file all documents electronically.
 - iii) The registrant is responsible for all transactions under his or her password and is obligated to notify the Web Administrator if his or her password is compromised.

D. Eligible Cases.

Marion County proposes the following case/implementation schedule:

- 1) **CC and MF cases.** For all cases filed electronically in Case Types CC (Civil Collections) and MF (Mortgage Foreclosure) in the Marion County Circuit Court and the Civil Division of the Marion Superior Court, except as otherwise ordered, the official record of the court, for all documents filed on or after the "Start Date" is the electronic record maintained by the Clerk. The Clerk shall establish an electronic Record of Judgments and Orders as provided by Trial Rule 77(D). The estimated start dates for the Circuit and Civil Division in Marion County shall be as follows:
 - a) **Circuit Court, Civil Division Rooms One, Two, Three, Four, Five, Six, Seven, Ten, Eleven, Twelve, Thirteen and Fourteen:** April 1, 2010
 - b) The start dates for the pilot project implementation shall be set during the system's development and testing phase and will be communicated to State Court Administration.
- 2) All documents submitted in a hard copy format by any person on or after the Start Date, including documents submitted by persons proceeding *in forma pauperis* must be imaged into an electronic form. Once imaged, with the exception of documents ordered sealed by the court, all such documents shall be destroyed in accordance with the procedure authorized by the clerk's office and the clerk will not maintain hard copies of any documents filed in connection with any case.
- 3) Documents filed before the above date will not be converted to an electronic format unless otherwise ordered by the court.
- 4) **All Other Case Types.** For all other case types filed in the Circuit or Superior Courts, all documents shall be filed, served and stored conventionally.
- 5) **Additional Case Types Designated for Future Electronic Filing.** The Marion County Courts and Clerk may in the future direct that additional case types shall be subject to the procedures for electronic filing. Notice of the Courts' and Clerk's actions in this regard shall be referred to the Division of State Court Administration for approval and then, if approved, posted in each of the Clerk's offices and on the LNFS at least thirty (30) days before the effective date of such action.

E. Fees.

Local Ordinance and partial prior approval of the Division of State Court Administration set the proposed fees for the Project.

- 1) The LNFS shall collect all filing fees due at the time of the commencement of a case via an electronic transaction. The fees so collected by LNFS shall be collected, maintained, and accounted for pursuant to Marion County Ordinance and all existing procedures as approved by the Indiana State Board of Accounts.
- 2) Fees due for electronic filing and service of documents shall be charged to each registered user at the end of each calendar month. These fees will be charged and collected by LNFS. Fees for electronic filings via public access terminal in the clerk's office shall be paid at the time of filing.
- 3) Fees as assessed by the Clerk's office for copies.

- 4) Persons who have been determined by court order to be indigent in a case shall not be required to pay fees for electronic filing or service in that case.
- 5) The Schedule of Fees and Charges for electronic filing and service are proposed as follows for Mortgage Foreclosure and Collections Cases:

LexisNexis® File & Serve - Pricing Sheet**	
MARION COUNTY – MORTGAGE FORECLOSURE & COLLECTIONS CASES	
FILING DOCUMENTS WITH THE COURT & E-SERVICE TO REGISTERED USERS*	
Filing and e-service into a single case	\$35 PER case for Collections Cases \$55 PER case for Mortgage Foreclosure Cases
OFFLINE SERVICE DELIVERY & METHODS ¹	
U.S. Mail delivery to case parties (via 1st Class mail)	\$6.00 per transaction—plus \$0.30 per page, per firm and applicable postage and delivery fees.
Fax service delivery	\$6.00 per transaction—plus \$0.50 per page, per firm
U.S. Mail Cancellation Fee	2% of total fee, minimum \$250, plus costs for any U.S. Mail deliveries that cannot be stopped in time

* **Additional pricing for optional features and services**

Prices do not include statutory court fees.

**Pricing quoted here is an estimate and not the final pricing agreed upon between LNFS and Marion County.

F. Document Preservation.

This section includes both maintenance of the official electronic court record as well as future archival procedures.

- 1) **Conformance with Administrative Rule 6(C) General Standards.** The LNFS will ensure complete compliance with AR 6 (C) and that records generated by, or received by, the courts are preserved in accordance with the applicable record retention schedules.
 - a) **Retention of documents in electronically filed cases during the initial review phase of the pilot project**
 For the initial review phase of two months in the electronic filing pilot project, the clerk shall make a paper copy of all electronically filed documents, and maintain all filed documents in paper form in accordance with the Administrative Rules 6 and 7 and all other applicable law.
- 2) **Conformance with Administrative Rule 6(E) (3)(b).** The LNFS will ensure complete compliance with AR 6 (E) (3)(B).

¹ These services are provided as additional add-on from LexisNexis and not part of the e-filing system. Users can choose to avail of these services if they wish or perform these on their own.

- a) **Permanency.** The following standards on permanency shall apply for digital imaging: Storage and quality control standards apply only to Digital Masters and not to digital duplicates.
- b) **Availability on System.** All case documents and Files within the LNFS will be available as required until two years after the possibility of an appeal has been reached. At that point, the Documents and Files will be archived and retained in this archived state as required by Administrative Rules 6 and 8. These archived files and documents will be available for recovery as requested through online screens and the Clerk's Office. Additionally, all Electronic Documents and Files including active and archived files will be backed up on electronic media on a nightly basis, with these nightly files retained by LNFS. Backup and recovery procedures will be documented by Lexis-Nexis. These procedures will be reviewed annually to insure compliance with current statutes, court rules and procedures.

G. Local Rules.

Attached as Attachment 1 to the Project Plan are the local rules necessary to aid in the implementation of the Project.

H. Forms.

The necessary forms are identified as follows:

- 1) Attachment 2 – User Registration Form.
- 2) Attachment 3 – Declaration that party was unable to file in a timely manner.
- 3) Attachment 4 – Schedule of Fees and Charges.
- 4) Attachment 5 – Certificate of Service.

I. Security.

- 1) The filing and service of legal documents is an important process that deserves a higher level of security than other types of more casual communications, like the sharing of personal or business information. LNFS incorporates a robust set of security measures to protect the integrity of the documents and data managed by the system. The underlying focus for security measures include:
 - a) Managing access to documents and the case information
 - b) Assuring the reliability and availability of the system so that information is always available
 - c) And preventing the loss, corruption, or destruction of documents and data.
- 2) All servers are behind up to four secure devices (firewalls, secure switches, NAT load balancers, etc); additionally each server has a redundant network connection to ensure its availability. The number of devices that a server is behind depends on what its function in the network is. Servers that users interact with directly are behind a switch, firewall, and NAT load balancers. These servers contain no user information in the form of data or documents. Servers that contain user data or documents are further removed from the Internet by another network. Additionally, access to the production network for LexisNexis employees is limited to the operations staff and secured by a VPN device.
- 3) Additional network security is provided by an Intrusion Detection System (IDS). The IDS monitors all network activity and alerts the operations staff to network traffic that could be unauthorized.
- 4) Also, additional server security is provided by weekly Vulnerability Assessment scans. The VA scans are run against all internet facing servers to verify that there are no known security vulnerabilities present. In the case that vulnerability is identified, the operations staff is alerted immediately so that the vulnerability can be corrected.

- 5) All traffic entering and exiting a server is scanned real-time for viruses, worms and other potentially harmful files. In the event that a harmful file is found, the operations staff is alerted immediately so proper action can be taken. All servers are updated on a daily basis with the latest anti-virus signatures.

J. Proof of Service.

The original complaint and summons shall be filed electronically with the clerk. The filing of a case electronically is voluntary and at the discretion of the filing party. The filing party has the option of filing a case in the traditional manner, in the Marion County Clerk's Office between the hours of 8:00 A.M. and 4:00 P.M. A party may not electronically serve a summons and complaint, but instead must perfect service according to Trial Rule 4-4.17.

- 1) **Service by Sheriff.** The filer has the option of choosing service by Sheriff. The copies of the complaint and summons, or any other documents such as a citation or order to appear, necessary for service by sheriff upon the defendants shall be supplied by the filing party and delivered to the office of the Clerk. The filer must provide a copy of the complaint with three (3) copies of the summons, along with a check made out to the Marion County Sheriff's Department with the appropriate cause number listed on the check. The copies of the complaint and summons or other documents shall be forwarded to the sheriff for service and return. The return of service shall be entered into the case management system electronically. After return of service, the clerk shall scan each summons, citation or order to appear into electronic image and the paper original will be retained until such time as it may be discarded.
- 2) **Service by Certified Mail.** The clerk will electronically issue a summons, citation or order to appear, for service by certified mail. The return of service shall be entered into the case management system electronically by the clerk and the document shall be scanned into an electronic image and the paper original retained until such time as it may be discarded.
- 3) **Electronic Case filings after initial pleadings.** The LNFS will electronically serve a copy of each document filed upon each attorney who has appeared in the case who is registered for the LNFS. The LNFS will generate a "Notice of Electronic Filing and Service" when any document is filed and served. This notice represents proof of filing and service of the document on parties who are registered participants with the LNFS.

The filing party shall not be required to conventionally serve any document on any party receiving electronic service.

- 4) **Conventional service after initial pleadings.** The filing party shall also conventionally serve those parties not designated or able to receive electronic notice or service but who are nevertheless entitled to notice of said pleading or other document in accordance with the Indiana Rules of Civil Procedure and the Marion County Rules of Civil Procedure. In such cases, the filing party shall also file a Certificate of Service (see Attachment 5). The filing party shall confirm the "Notice of Electronic Filing and Service" with the party list to make sure all parties entitled to service have received service of the filing.
- 5) **Electronic Service after initial pleadings.** When a document is filed electronically, LNFS automatically records the time and date of submission. At the conclusion of a successful filing or service, LNFS provides electronic confirmation to the filer or initiator of service. The confirmation

includes the time and date the submission is received by the system. The acknowledgment receipt provides real-time certification that the Court received the filing. LNFS provides a real-time proof of service summary to the initiator of service. This allows the user to view an up-to-date report indicating the current status of each service delivery attempt.

- 6) **Service by Private Process Servers.** The filer also has the option of choosing to have the complaint and summons served by private process servers. If this option is chosen, the traditional process for service by private process servers should be followed. The filer can then either scan the return of service into LNFS, or bring the return of service to the clerk to be entered into the case management system and scanned into an electronic image. The paper original will be retained until such time as it may be discarded.

K. Legal XML Compliance.

The Online Docket and Electronic Filing System will support remote XML content feeds via Open Content Syndication. This will include Legal XML at the level required, and as supported by the information and data available within the JUSTIS System and LNFS. The LNFS intent is to follow the current Administrative Rule 9 and wherever possible OASIS approved standards for the Web Services, Service Interaction Profile Specification, Legal XML Schema and Electronic Case Filing (ECF) Specifications for the case types and processes the Project implements, and also as additional case types and processes are implemented.

L. Proposed User Agreement(s), Forms, Other Documents.

The forms identified in Section II, H above include the Proposed User Agreement, which mirrors the current User Agreement for use of the LNFS for CCS and electronic ticket payment options. The User Agreement, Attachment 1, outlines the methods by which a user name and password are disseminated and monitored.

M. A Proposed Implementation Plan and Schedule.

- 1) After approval of the content of the project from the Division of State Court Administration, Marion County will outline a schedule for implementing the Project. The proposed start date of implementation is April 1, 2010. Included in the schedule will be training of court staff and members of the bar to ensure a smooth transition.
- 2) Procedures and training will be defined for all users of the system, which will also define each person's responsibilities to comply with standards and quality control. All filed documents will flow through the Marion County Clerk's Office, which will be responsible for review and acceptance.
- 3) Training for staff of the Court and Clerk's Office will cover the following topics:
 - i. Computer requirements for external registered users - recommended computer programs, versions and requirements.
 - ii. Detailed procedures and process flows for each type of document to be filed, and also including all policies and responsibilities for compliance and quality standards, including a review of all relevant court rules.

With an assumption that this eFile Plan will be approved by **December 1st**, 2009 we would anticipate a Live Date by **April 1, 2010**. The following is a suggested Project Plan to include User Acceptance Test and Pilot Production Period during this timeframe:

Phases & Primary Responsibility	Task	Date or Timeframe prior to Live Date	Additional Notes
Approval of e-file Project by Administrative Directive (Court)	Court would issue an administrative directive implementing an e-file solution in Marion County Circuit Court		
Approval of Implementation Plan (Court)	<i>Clerk's Office</i> to review and sign Implementation Plan		
Approval of rules incorporating changes to the electronic filing project.			
Automated Clearing House (ACH) Authorization Form	<i>Clerk's Office</i> to complete, sign and return to LexisNexis		ACH allows for automated transfer of statutory fees from LexisNexis to the Court's bank account directly upon acceptance of each e-filed transaction. LexisNexis will bill attorneys monthly for statutory and e-filing fees.
Bar contact and education (LexisNexis File & Serve)	Upon acceptance of the Plan , LexisNexis File & Serve team will contact those participants named in cases to begin education and training.		1. Signup Assistance 2. Data verification. 3. Training opportunities 4. E-file Seminar scheduled prior to live date.
E-file Seminar for Attorney Participants (LexisNexis File & Serve)	LexisNexis File & Serve team will hold an e-file Seminar for all attorneys involved in cases designated as an e-file case.	5-10 days prior to Live Date Actual date(s) to be determined	Attorneys will obtain information pertaining to the implementation project, timeframe for live, training plan, vendor contacts, etc.
Data Verification Process (LexisNexis File & Serve and Court)	Data verification may occur for all cases designated as an e-file case.		Data verification forms are sent by LexisNexis File & Serve to all case participants to validate correct data information prior to live date if the verification process will

Phases & Primary Responsibility	Task	Date or Timeframe prior to Live Date	Additional Notes
			assist LexisNexis Data Integrity in loading case data.
Final Data Pull (Court's MIS Department)	Additional data will be provided to LexisNexis Data Integrity team to begin the final process of loading updated data into LexisNexis File & Serve.	3 days	Final data pull for most updated data possible prior to live date.
Public Access Terminal (PAT) available (Clerk's Office at Superior Court)	Clerk's Office should provide Public Access Terminal (PAT).		PAT is a clerk-provided terminal for all non-registered users, newly added parties, or Pro Se litigants to file documents electronically (paper documents scanned by the Court or uploaded from disk).
Court Training (LexisNexis File & Serve)	LexisNexis File & Serve team will train the <i>Clerk's Office</i> and Administration staff on all processes prior to Live Date.		If there is a Training Room available, multiple classes may be held per day or classes may occur at each user's desk.
Law Firm Training (LexisNexis File & Serve)	LexisNexis File & Serve team will provide training for law firms. Web training will be primary method of training attorneys by offering specific classes. On-site training may be available as needed.		
Cases loaded into LexisNexis File & Serve	LexisNexis File & Serve Data Integrity team will load all newly pulled data.	3 days	
LIVE DATE	All cases ready for efilg, and all case participants signed up for LexisNexis File & Serve.		A LexisNexis File & Serve representative will be onsite for Live Date supporting the Clerk's Office and the Court, providing assistance where needed.
E-file Advisory Committee Meeting	The Committee should meet 90 days post live date to discuss and document the successes and lessons learned from the expansion project.	90 days post live date	This committee will participate in an evaluation and assessment of the expansion project

N. Accessibility by Self-Represented Litigants.

1) *Pro se* litigants may file documents conventionally by presenting it to the clerk or to a party in paper or other non-electronic format. The pro se litigant using the public access terminal available in the Clerk's office for this purpose, will then convert these documents to an image document. After completion of scanning and filing, the original paper document shall remain in the custody of the *pro se* litigant. If the original documents cannot be scanned into a legible electronic document, then the

originals shall be placed into the case file and a notation of that action shall be placed onto the CCS. The filing party shall serve these documents as provided Trial Rule 5.

- 2) If a *pro se* litigant mails a paper document to the clerk for filing, the clerk's office will scan and electronically file the document. The original may then be returned to the filing party if a stamped self-addressed envelope is provided. If no return envelope is provided, the original documents shall be handled as per normal court operating procedures.

O. Performance Measures.

The system performance will be monitored in several areas, both in the Pilot Operation as well as during the Ongoing Operation, if approved. These areas will include Functional Performance, Transactional Response Performance and the final area is Reliability and Availability. The Implementation Plan referenced in Section II, M above, will include both a User Acceptance Test Period and a Pilot Production Period.

- 1) **Functional Performance.** The Attorneys, Judges, Clerks and other personnel that elect to participate in the Pilot implementation of the system will initially evaluate functional performance during the Pilot Period.
 - a) For functional reporting, Pilot Personnel (court and law firm users) will receive on-site training on LNFS. After receiving product and procedure training on LNFS, Pilot Personnel will then evaluate the system performance following the launch of the program.
 - b) Personnel will document and track any issues encountered, including but not limited to: system downtime, documents failing to convert, accounting issues, service delivery/confirmation.
 - c) Issues will be documented and tracked by Pilot Personnel contacting LNFS Customer Support via phone or e-mail, providing the Customer Support rep with the details of the issue.
 - d) Customer Support will create a Webstar ticket (trouble ticket) for the specific issue, using a classification code specific to the Marion County e-file program.
 - e) Each issue will receive a unique Webstar ticket number and tickets can be monitored through reports based on open and resolved tickets. Tickets will be prioritized on the basis of the number of users impacted by the issue and/or the urgency of the issue (time-sensitive filing, for example).
 - f) After full implementation of the chosen case types, issues will continue to be documented and tracked in the same manner.
 - g) **Customer Support.** Additional details in Attachment 7.
 - i) Phone support will be provided by LNFS Customer Support and is available 24 hours day, 7 days a week, 365 days a year. This Customer Support group can address a user's questions or issues, and if the issue or question cannot be resolved by the call-taker, the call-taker will create a Webstar ticket to have the issue routed to personnel who can resolve the issue.
 - ii) Users can also access the "self-help" section of LNFS by going to the online Resource Center (customer extranet), which is available on the LNFS site. The Resource Center will contain valuable tools for both court and law firm users, including detailed user guides, pricing information, links to weekly web classes, Customer Support contact information, and any special notices or best practices that a court would like to post.

- 2) **Transactional Response Performance.** Transactional response performance will be monitored and measured on a regular basis. Transactions will be evaluated, and addressed as required. Many of the tools for measuring transaction throughput and response are already in place for the Mass Tort Docket and these same tools will be used for monitoring the Electronic Filing system for the CC-MF dockets.
- 3) **Reliability and Availability.** Reliability and availability will be tracked by measuring the downtime as a percentage of the possible available service hours. The measurements will be broken down by overall availability, and with a separate measurement for availability during normal business hours. Targeted availability goals will be established in advance by the user group, and reported on monthly.

Administrative Rule 16 Appendix Section III

CONTENT/ SUBSTANTIVE REQUIREMENTS

Pursuant to the Appendix to Administrative Rule 16, Section III, the following content is incorporated into the proposed Project Plan:

A. Eligible Users.

- 1) All Indiana Attorneys in good standing are eligible to register as Filing Users by executing the User Registration Agreement Form, Attachment 2, referenced in Section II, H above.
- 2) The attorney will provide his or her name, address, telephone number, Internet e-mail address, and a declaration that the attorney is admitted to the bar.
- 3) Filing Users must notify the Clerk of the Court in writing within 30 days of any change of address, electronic or otherwise. Filing registered users must update any change of details on the LNFS.

B. Registration Obligations.

The User Agreement identifies the privileges and responsibilities of the Registered Users for the Project. As provided in the Agreement, by executing the agreement, the User consents to service of all filings by electronic means, including Orders, and waives conventional service, with the exception of service of summons and related documents pursuant to Trial Rules 4-4.17.

C. Public Accessibility.

Public remote access to documents filed through the LNFS shall be available through the Public Access via the Internet provided by the LNFS. Individuals shall also have access at terminals located in each of the offices of the court clerk, during regular business hours of the clerk's offices. Conventional copies and certified copies of documents may be purchased at the offices of the clerk during regular business hours and upon payment of the customary copying fees prescribed by the clerk.

D. General Format Requirements.

Unless otherwise permitted by this Project, or otherwise authorized by the judicial officer assigned to a particular case, all documents submitted for filing after the Start Date in the Circuit or Civil Division Courts in **CC** and **MF** type cases, no matter when the case was originally filed, may be filed electronically using the LNFS.

- 1) **General Format.** Electronically filed documents must meet the same requirements of format as documents "conventionally filed" and pursuant to Trial Rule LR49TR-204 of the Marion County Rules of Civil Procedure and the Indiana Trial Rules. Electronically filed documents may contain hyperlink references to an external document as a convenient mechanism for accessing material cited in the document. Attorneys wishing to insert hyperlinks into documents shall continue to use the traditional method of citation to authority in addition to the hyperlink provided. The hyperlink is merely a convenience to the court and the material referenced is extraneous to the file and not a part of the court's record.
- 2) **Combination of documents.** All documents which form a part of a single submission and which are being filed at the same time and by the same party may be electronically filed together under one document filing, e.g., the motion, supporting affidavits, memorandum in support, designation of evidence, and exhibits. In order to file a document that requires leave of court, such as an amended pleading or a document to be filed late, the proposed document shall be attached as an exhibit to a motion. Form Orders, which are submitted for the court's convenience under Local **Rule LR49-AR16-3113(B)**, shall be submitted as exhibits to motions.
- 3) **Large documents.** Large documents that do not exist in an electronic format shall be scanned into .PDF format and filed electronically as separate attachments. Public access terminal will be available in each clerk's office for use by the public and the bar in scanning and saving image files if needed.
- 4) **Documents not capable of being scanned.** Exhibits and other documents that cannot be converted to a legible electronic form, such as videotapes, x-rays, and similar materials may be filed manually. The filing party shall electronically file a *Notice of Manual Filing* (See Attachment 2) as a notation to be placed on the CCS that a filing has been made and being held in the clerk's office. The filing party shall serve the documents conventionally, if required.
- 5) **Clerk Review.**
 - a) LNFS offers the ability to enable clerks to review each incoming filing for both new cases and pleadings. The program also allows for the clerk to accept or reject the submission, assess proper statutory fees, create calendar events, and send filing comments back to the filing firm.
 - b) For new cases e-filed, the clerk will use a combination of LNFS and JUSTIS to assign the cause number and courtroom. The clerk will pull up the new e-filed case on LNFS but prior to entering a case number on LNFS, the clerk will go into JUSTIS and enter the minimum requirements to generate a cause number and courtroom. Upon creation of the cause number and courtroom in JUSTIS, the clerk will "copy" the cause number (via a mouse right-click copy) and then toggle over to LNFS and "paste" the cause number in the Case Number field on LNFS. This procedure will reduce the possibility of typographical errors during clerk review. On LNFS, the clerk will select the courtroom/division, review the e-filed documents, assess necessary statutory filing fees, accept the documents for docketing, and enter any

necessary calendar events. Once clerk review of a new case is completed, the LNFS program will send an e-mail notice of the filing to the submitter and authorizer, which will include the cause number, fee information, and calendar event information. The e-filed case will then be downloaded to JUSTIS that night as part of the nightly document download.

- c) For subsequent pleadings, the clerk can manually review each filing into the court, following a similar process to the one above (with the exception of not needing to create a cause number in JUSTIS). Pleadings can be reviewed and accepted or rejected, statutory or certified mail fees can be assessed, and calendar events can be added.
- d) All accepted documents will be file stamped with the filing date and time, e-file transaction ID, and other fields of information selected by the court. Samples of document stamps used by other courts will be provided to Marion County prior to the pilot launch.

6) Orders and Judgments.

- a) All orders shall be filed electronically. Any order entered electronically without the original signature of a judicial officer has the same force and effect as if the judicial officer had affixed the judicial officer's signature to a paper copy of the order and it had been entered on the docket in a conventional manner. The judicial officer may grant routine orders by way of a text entry upon the CCS. In such a case, no further document will issue and the CCS entry shall indicate that the Court will issue no further written order. The CCS order shall carry the same weight and authority as a written order signed by the judicial officer.
- b) Judge Review functionality lets judges, or their designees (other Judicial Officers, Commissioners, Magistrates), review proposed orders and automatically convert them to signed orders and issue them back out to the appropriate parties. Orders can be issued as proposed, rejected, or with revisions and attachments. Built-in flexibility of Judge Review enables courts to setup workflow routing to meet their specific needs based on filing types. Once accepted, the Order can be configured for automatic docketing to the clerk's office case management system.
- c) A hardcopy version of all judgments shall be entered in the Court's Record of Judgments and Orders, pursuant to Trial Rule 77(D). Orders shall be served electronically or conventionally depending upon whether the parties are designated users.

7) Training – Additional training details are available in Attachment 6 – Training Plan

a) Court Training. In developing the pilot implementation plan, LNFS will work with the court to create an e-file training program for court users. On-site court training will be conducted by LNFS personnel, and will include training on the program's specific functionalities (clerk review, judge review, Inbox, Searches, Tracked Items, etc). The training schedule will be developed with the court, but generally occurs in the two weeks prior to the launch date. In addition to the pre-launch training, LNFS personnel will also be on-site during the launch week for additional training and support. In the weeks following the launch, court training will primarily be done via telephonic and web-based support, with regularly scheduled on-site follow-up by LNFS personnel.

b) Law Firm Training. In developing the pilot implementation plans, LNFS will work with the court to set up on-site training dates and times for law firms to come to the court and/or Indianapolis Bar Association to receive training. On-site training at the court or Indianapolis Bar location will be conducted by LNFS personnel and will include training on the Inbox, e-filing and e-service, Tracked Items, etc. The training schedule will be developed approximately a month before the training dates to allow for law firms to schedule personnel in advance. In addition to the on-site training at the

court or Indianapolis Bar Association, LNFS will consider complimentary on-site training during the initial pilot launch period at individual law firms based upon requested dates, number of users to be trained, and proximity to Indianapolis. Post-pilot launch, law firm training will primarily be done via telephonic and web-based support, which is a complimentary service provided by LNFS. On-site law firm training post-pilot launch can be provided at a cost to the firm.

E. Initial Pleadings.

Service of initial pleadings is described in detail in Section II, J above.

F. Appearance.

Electronic filing of a Notice of Appearance shall act to establish the filing attorney as an attorney of record representing a designated party in a particular case. By filing the appearance, the party officially waives conventional service of documents filed after the initial pleadings and authorizes the electronic service of documents.

G. Format of Attachments and Exhibits.

Filing Users must submit in electronic form all documents referenced as exhibits or attachments, except as specifically permitted by court rule or order.

As provided in Section III, D above, some exhibits and attachments cannot be converted to electronic form. In addition to those documents, sealed documents cannot be posted electronically.

Documents containing information excluded from public access pursuant to Administrative Rule 9, or documents which are ordered to be filed under seal, shall be conventionally filed under seal and designated by the filer as "Not for Public Access Pursuant to Administrative Rule 9(G)(1)" at the time of filing. The un-redacted version shall be filed on light green paper which is conspicuously marked "Not for Public Access," and a redacted version, with confidential information deleted, shall be filed on white paper and available for public access.

To the extent possible and permissible, the CCS will reflect the conventional filing and the docket may contain the redacted version.

H. Certificate of Service.

If a document is served conventionally upon a party not designated as a Registered User or a party who has chosen to opt out of the electronic filing system, the filing party will file a Certificate of Service (Attachment 5) stating the document served, date and location served and manner of service (personal, first class mail, et cetera). All other documents served electronically shall indicate the same in the Certificate of Service at the end of the document, pursuant to Trial Rule 5(C).

I. Electronic Copies and Electronic File Stamps.

As described in Section II, J above, when a document is filed electronically, the system will generate a "Notice of Electronic Filing and Service." This Notice shall serve as the court's date stamp and proof of filing.

Once documents have been clerk reviewed and accepted, a date and time stamp will be applied automatically to the documents. When documents are viewed and/or printed from LNFS, the date and time stamp will appear on the documents.

J. Password Serves as Signature.

As provided in the User Registration Agreement, the Registered User is responsible for all transactions under his or her password and is obligated to notify the Web Administrator if his or her password is compromised. The login and password shall serve, in part, as the Filing User's signature on all electronic documents filed with the Court. They also serve as a signature for purposes of the Trial Rules, the Local Rules of the court, and any other purpose for which a signature is required in connection with the proceedings before a court.

K. Signatures Other Than Filing User.

Documents requiring original signatures or more than one signature, and require verification or an unsworn declaration under any rule or statute, shall be filed electronically, with the originally executed copies maintained by the filer. The document electronically filed shall contain a signature, with the electronic signature indicated (e.g. /s/ Jane Doe). The filer shall initially confirm that the content of the document is acceptable to all persons required to sign the document and shall obtain the physical signatures of all persons necessary to the document. The filer may electronically scan and file the document with all required signatures, and shall retain the paper copy of the document containing the original signatures.

L. Filing Consequences.

As discussed above, the electronic filing of a document by a Registered User, consistent with the relevant rules and Trial Court Rules constitutes filing of the document for all purposes of the rules of court and constitutes entry of the document on the court's docket. The official court record is the electronic recording of the document as stored by the court, and the filing party is bound by the document as filed. Filing electronically does not alter any filing deadlines or any time computation pursuant to the Indiana Trial Rules or the Marion County Rules of Civil Procedure. Filing must be completed as prescribed in Marion County Local Rule LR49-AR16-311 for electronic filing of cases in **CC** and **MF** case types in order to be considered filed that day.

M. Sealed Documents.

As discussed in Section III, G, sealed documents will be filed conventionally with a Notice of such filing noted on the CCS. The party filing a sealed document also must electronically file a Notice of Manual Filing. No document will be maintained under seal in the absence of an authorizing statute, court rule, or court order.

N. Court Orders.

As discussed in Section III, D, Orders will be electronically filed and notice sent to the registered users. In the event the case involves a nonregistered user, the court will serve the order conventionally as well, and note the CCS accordingly.

O. Technical Difficulties.

If an attorney is unable to file a document in a timely manner due to technical difficulties in the LNFS, the attorney must file a document with the court as soon as possible notifying the court of the inability to file the document. A sample document titled *Declaration that Party was Unable to File in a Timely Manner Due to Technical Difficulties* is Attachment 3.

- 1) Delayed filings shall be rejected unless accompanied by the declaration attesting to the filing person's failed attempts to file electronically at least two times, separated by at least one hour, after noon on each day of delay due to such technical failure. Questions about electronic filing via the LNFS may be directed to the Help Line. In the event of complete failure of the LNFS to accept documents from all electronic filers for a period of in excess of three (3) hours, as determined by the Web Administrator, all filing deadlines in all cases subject to electronic filing shall be extended until 6:00 p.m. of the first business day following the day the LNFS returns to operation. The date, time and duration of such complete failure, as well as the time and date of the return to operation, shall be posted on the LNFS as soon as possible. Although the electronic filing system will generally be available for filing 24 hours per day, standard maintenance procedures will be required and the system will be offline for short periods of time during routine system maintenance. These offline periods will be scheduled in advance and notice will be posted on the LNFS website. The offline periods will usually occur at night or on weekends.
- 2) If a statutory or court rule deadline will expire prior to filing and service of a document, case law requires that the party forgo electronic filing and instead file and serve conventionally.
- 3) Difficulties with service of documents via electronic filing do not exempt the filer from court or statutory deadlines.
- 4) With respect to pleadings that initiate a case, an action is not commenced unless and until all the requirements of Trial Rule 3 are satisfied.

P. Retention of Documents in Cases Filed Electronically

Filing Users must retain signed copies of electronically filed documents until two (2) years after all time periods for appeals expire. Documents that are electronically filed and require original signatures other than that of the Filing User must be maintained in paper form. On request of the court, the Filing User must provide original documents for review.

Originals of documents filed electronically which require scanning (e.g. documents that contain signatures, such as affidavits) must be retained by the filing party and made available, upon request, to the Court and other parties for a period of two years following the expiration of all time periods for appeals.

Q. Entry of Court Orders.

All orders, decrees, judgments, and proceedings of the court filed electronically will constitute entry on the Court's docket. A hardcopy version of all judgments shall be entered in the Court's Record of Judgments and Orders, pursuant to Trial Rule (D).

All orders shall be filed electronically. Immediately upon the entry of an order or judgment in an action assigned to the electronic filing system, a notice of electronic filing will be transmitted to registered filing users in the case, in electronic form. Electronic transmission of the notice of electronic filing constitutes the notice required by Indiana Rule of Trial Procedure 77(D). Any order entered electronically without the original signature of a judicial officer has the same force and effect

as if the judicial officer had affixed the judicial officer's signature to a paper copy of the order and it had been entered on the docket in a conventional manner. The judicial officer may grant routine orders by way of a text entry upon the CCS. In such a case, no further document will issue and the CCS entry shall indicate that the Court will issue no further written order. The CCS order shall carry the same weight and authority as a written order signed by the judicial officer. If a party is not represented by at least one attorney who is a registered user, the court must give notice in paper form in accordance with the Indiana Rules of Court.

Attachment 1

Local Rule LR49-AR16-311

NOTICE OF PUBLICATION OF PROPOSED LOCAL RULES AND REQUEST FOR PUBLIC COMMENT CONCERNING: ELECTRONIC FILING OF COURT DOCUMENTS

Notice is hereby given that the Marion Superior Court and the Marion County Circuit Court have proposed the adoption of new local rules of procedure. The new local rules are attached to this notice.

Comment from members of the bar and public are requested, and should be sent to Glenn Lawrence, Court Administrator, 200 E. Washington St., Ste T-1221, Indianapolis, IN 46204.

Comments by the bar and public will be received until March 22, 2010
The proposed rules will be adopted, modified, or rejected by March 26, 2010
The effective date of the new local rules shall be March 29, 2010.

Local Rule LR49-AR16-311

1. GENERAL PROVISIONS

1-101 Short Title

These rules may be cited as “E-filing rules.”

1-102 Definitions

The following terms in this Rule shall be defined as follows:

(1) “Electronic Filing Service Provider” (EFSP) means the service provided by Lexis-Nexis or a similar provider for E-filing and E-service of documents via the Internet. The service may be accessed via Internet or in person at the courthouse using a Public Access Terminal.

(2) “Public Access Terminal” means a publicly accessible computer provided for the purposes of allowing E-filing and viewing of public court records. The public access terminal shall be located in the Marion County Clerk’s office at the courthouse and made available during normal business hours.

(3) “Electronic Filing” (E-file) means the electronic transmission of documents to the Court, and from the Court, for the purposes of filing.

(4) “Electronic Service” (E-service) means the electronic transmission of documents to a party, attorney or representative under these rules. Electronic service does not include service of process or summons to gain jurisdiction over persons or property.

1-103 Authority

Electronic filing and electronic service pilot projects are authorized pursuant to Indiana Rules of Court Administrative Rule 16 and approved by the Division of State Court Administration. The rules in this section are adopted by the Marion Superior Court and the Marion County Circuit Court.

1-104 Scope of Rules

(1) As of the effective date of this rule, except as expressly provided herein, all civil courts within Marion County may accept electronic filing and service of pleadings and other documents designated in this rule as valid in only MF and CC cases.

(2) The Court and the Clerk's Office may issue, file, and serve notices, orders, and other documents electronically, subject to the provision of these rules.

(3) The filing of electronic pleadings and other documents is entirely voluntary; however, once the case is initially filed electronically, all subsequent filings in the case shall remain in electronic format until the time for appeal is exhausted.

(4) Marion Circuit and Superior Courts shall accept the filing of pleadings and other documents in Mortgage Foreclosure (hereinafter referred to as "MF") and Civil Collection (hereinafter referred to as "CC") cases designated in this rule by E-file.

(5) The Court shall publish and maintain a list of Courts and cases where E-filing and E-service is permitted and required.

(6) The following pleadings may be filed and served electronically:

a) New case complaint and petitions

b) Original Answers

c) Any other pleadings or document including but not limited to motions and appearance forms.

(7) Sealed documents may not be E-filed and shall be filed conventionally. No document will be maintained under seal in the absence of the authorizing statute, court rule, or court order.

(8) Parties shall E-file a document either:

(a) By registering to use the EFSP; or

(b) In person at the Marion County Clerk's office, by electronically filing through the Public Access Terminal. Parties filing in this manner shall be responsible for furnishing the document in an electronic format that will be compatible with the clerk's office-system to be uploaded in person.

(9) All filing shall comply with the requirements of Administrative Rules 9 and 16; and the Indiana Rules of Court, State and Local.

(10) Parties shall comply with the procedures and requirements of the Electronic Filing Pilot Project Plan which has been filed with State Court Administration as required by Administrative Rule 16, and which is incorporated in this rule by reference.

1-105 Authorized Users

For the purposes of accessing the EFSP over the Internet, the following users are authorized to register as EFSP users:

- a) Licensed attorneys and their staff, including paralegals, secretaries
- b) *Pro hac vice* attorneys
- c) Judges and their staff
- d) Court administrative staff, including technical support staff
- e) Self-represented litigants
- f) Other public users, including media representatives

1-106 Electronic Case File

The Clerk may maintain the original and official case file in electronic format.

2. FILING AND SERVICE PROCEDURE

2-101 Registration Requirements

(1) Persons who are authorized users and who desire to E-file or E-serve shall register with the EFSP. Upon receipt by the EFSP of a properly executed click-through user agreement, the EFSP shall assign to the user a confidential login and password to the system. Additional authorized users may be added at any time. No attorney or other user shall knowingly authorize or permit his or her user name or password to be utilized by anyone.

(2) Registered users of the system shall notify the EFSP within 10-days of any change in firm name, delivery address, fax number or e-mail address.

2-102 Time and Effect of E-Filing

Any pleading filed electronically shall be considered as filed with the court when the transmission to the EFSP is complete. Any document E-filed by 11:59 p.m. local Indianapolis, Indiana time shall be deemed filed on that date. The EFSP is an agent of the Court for the purpose of electronic filing, receipt, service and retrieval of electronic documents. Upon completion of filing, the EFSP shall issue a confirmation receipt that includes the date and time of receipt. The confirmation receipt shall serve as proof of filing. In the event the Court rejects the submitted documents following review, the documents shall not become part of the official Court record and the filer will receive notification of the rejection. Users may be required to re-file the instruments to meet necessary filing requirements. Documents may be filed through an E-filing system at any time that the Clerk's office is open to receive the filing or at such other times as may be designated by the clerk and posted publicly. Documents filed through the E-filing system are deemed filed when received by the Clerk's office, except that documents received at times that the Clerk's office is closed shall be deemed filed the next regular time when the Clerk's office is open for filing. The time stamp issued by the E-filing system shall be presumed to be the time the document is received by the Clerk.

2-103 Format of Documents

- (1) All electronically filed and served pleadings shall, to the extent practicable, be formatted in accordance with the applicable rules governing formatting of paper pleadings.
- (2) The electronic document title of each pleading or other document shall include:
 - (a) Party or parties filing/serving the document,
 - (b) Nature of the document,
 - (c) Party or parties against whom relief, if any, is sought, and
 - (d) Nature of the relief sought (e.g., Defendant ABC Corporation's Motion for Summary Judgment)

2-104 Payment of Filing Fees

- (1) Registered users shall pay statutory filing fees for E-filed documents electronically to the Court through their EFSP. Filing fees are due and payable at the time of filing.
- (2) The initiation of an ACH transaction for payment of filing fees shall be deemed to be equivalent of the filing party tendering a check to the clerk for payment of filing fees.
- (3) An EFSP may charge registered users additional fees to deliver, access and use the service. These fees shall be payable to the EFSP at the time of filing and are in addition to statutory filing fees.

(4) An electronic E-filing system fee may be established by the City of Indianapolis and Marion County City-County Council as provided in Administrative Rule 16(D).

2-105 Signatures

Every pleading, document, and instrument electronically filed or served shall be deemed to have been signed by the judge, clerk, attorney or declarant and shall bear a facsimile or typographical signature of such person, along with the typed name, address, telephone number, and Bar number of a signing attorney. Typographical signatures shall be treated as personal signatures for all purposes under these rules. Documents containing signatures of third-parties (i.e., unopposed motions, affidavits, stipulations, etc.) may also be filed electronically by indicating that the original signatures are maintained by the filing party in paper-format. Unless otherwise ordered by the Court or Clerk, a printed copy of all documents filed or served electronically, including original signatures, shall be maintained by the party filing the document and shall be made available, upon reasonable notice, for inspection by other counsel, the Clerk or Court. Parties shall retain originals until two (2) years after all time periods for appeal have expired. From time to time, it may be necessary to provide the Clerk or Court with a hard copy of an electronically filed document.

2-106 Electronic Orders

All orders shall be filed electronically. Immediately upon the entry of an order of judgment in an action assigned to the electronic filing system, a notice of electronic filing will be transmitted to registered filing users in the case, in electronic form. Electronic transmission of the notice of electronic filing constitutes the notice required by Indiana Rule of Trial Procedure 72 (D). Any order entered electronically without the original signature of a judicial officer has the same force and effect as if the judicial officer had affixed the judicial officer's signature to a paper copy of the order and it had been entered on the docket in a conventional manner. The judicial officer may grant routine orders by way of a text entry upon the CCS. In such a case, no further document will issue and the CCS entry shall indicate that the Court will issue no further written order. The CCS order shall carry the same weight and authority as a written order signed by the judicial officer. If a party is not represented by at least one attorney who is a registered user, the Court must give notice in paper form in accordance with the Indiana Rules of Court. All orders, decrees, judgments, and proceedings of the Court filed electronically will constitute entry on the Court's docket. A hard copy version of all judgments shall be entered in the Court's Record of Judgments and Orders, pursuant to Trial Rule 77 (D).

2-107 Electronic Service

(1) Delivery of E-service documents through the EFSP to other registered users shall be considered as valid and effective service and shall have the same legal effect as an original paper document. Recipients of E-service documents shall access their documents through the EFSP.

(2) E-service shall be deemed complete when the transmission to the EFSP is completed.

(3) For the purpose of computing time to respond to documents received via E-service, any document served on a day or at a time when the Clerk's office is not open for business shall be deemed served at the time of next opening of the Clerk's office for business.

(4) Parties who register with the EFSP must consent to receive E-service documents, other than service of subpoenas or summons.

2-108 System or User Filing Errors

The Court shall deem the E-filing Internet site to be subject to a technical failure on a given day if the site is unable to accept filings or provide access to filed documents continuously or intermittently over the course of any period of time greater than one hour after 12:00 noon of that day. The Clerk shall document any technical failures on the site. When filing by electronic means is hindered by a technical failure, a party may file with the Clerk of Marion County in hard copy. With the exception of deadlines that by law cannot be extended, the time for filing of any paper that is delayed due to technical failure of the site shall be extended for one day for each day on which such failure occurs, unless otherwise ordered by the Court.

Attachment 2

(A) User Agreement with the Circuit and Superior Court of Marion County

POLICY DATE: 2/19/10

Terms of Use

In order to register for an account with the Marion County, Indiana Electronic Filing System (eFiling), you (User) must accept the terms of use below. This serves as your agreement with the Marion County, Indiana courts for the purpose of electronically filing court case documents using the eFiling system and will remain in effect as long as you are an active registered user. Failure to accept these terms will result in denial of access to the eFiling system. Failure to adhere to these terms may result in revocation of access to the eFiling system.

User accepts and agrees to the following:

User Accounts

- To provide accurate and complete information as required by the Office of the Court Administrator, Marion County, Indiana. (OCA).
- Each filer registering with the Marion County, Indiana eFiling system must agree to the provisions of the End User License Agreement (EULA) to be signed with the Court's Electronic Filing Service Provider (EFSP). EFSP means the service provided by Lexis-Nexis or a similar provider for E-filing and E-service of documents via the Internet. The EULA contains provisions required by the eFiling system. You are required to accept the EULA before you can use the eFiling system.
- To promptly notify the OCA of any change to User's profile information including, but not limited to, any change in name, address, firm affiliation or status as a member in good standing of the Indiana State Bar.
- Not to use or attempt to use a user ID that is obscene, offensive, potentially libelous, or deceptive. A deceptive user ID includes, but is not limited to, a user ID that could be construed to give a false or misleading impression of the individual owner's identity or association with any other legal entity.
- To be bound by and follow the eFiling rules set forth at [<INSERT WEB ADDRESS HERE>](#) Click here to access the rules: [<LOCAL e-FILING RULES WEB ADDRESS>](#)
- That only a natural person will be issued a user ID, and an individual may have only one active user ID at any given time.
- To notify the OCA immediately of any breach of user ID security, including any use of the user ID by an individual not expressly authorized to do so by User.
- That User shall be responsible for the security and use of the user ID and password. Any electronic filing or other interaction with the eFiling system by that user ID and password shall be deemed to be made by User or with User's express authorization.
- That a user ID and password may not be transferred to anyone. Upon cessation of use of a user ID by the individual to whom it originally was assigned, User agrees to notify the OCA immediately to terminate the user ID.
- To suspension of User's account by the OCA if the OCA determines that there is any misuse, abuse or fraudulent use of the account. Service will also be suspended if any information provided during the account registration process is false or fraudulent.
- That misuse, abuse or fraud may also result in civil liability, criminal prosecution, a grievance being filed with the appropriate licensing agency or any combination thereof.
- To cooperate with the OCA and law enforcement during investigations into misuse, abuse or fraud.

System Use

- Electronic filings are governed by all provisions of the Supplemental Rules of Practice and Procedure for the Marion County, Indiana eFiling Pilot Project (the "eFiling Rules").
- To submit court filings electronically only for civil court cases for which User is an attorney of record or an active party.
- Registered users are bound by the Registered User Agreement, which will be posted on the LNFS, and registration also constitutes the following:

- The registrant's consent in compliance of AR 16(C) to receive service and/or notice electronically and a waiver of the right to receive service and/or notice by personal delivery or first class mail, including notice of the entry of an order or judgment under Trial Rule 72, except with regard to service of a summons and complaint under Trial Rules 4-4.17.
 - An affirmation that the registrant will endeavor to file all documents electronically.
 - The registrant is responsible for all transactions under his or her password and is obligated to notify the Web Administrator if his or her password is compromised.
- That use of the eFiling login process with a user ID and password, followed by submission of electronic documents to the eFiling system, constitutes User's "signature" for the purposes of Administrative Rule 16 Appendix Section III J of the Indiana Rules of Civil Procedure.
- That case summary information for all cases in the eFiling system will be viewable by anyone with an account, but only the counsel of record and parties to a case can access the documents electronically filed for that case.
- That all documents filed by and information provided to the eFiling system by User is subject to applicable Administrative Rule 9, and may not be designated confidential, proprietary, or otherwise protected from public disclosure.
- That unavailability of the eFiling system shall neither constitute a basis for an extension of time in which to file any matter with the court nor in any way affect any applicable statute of limitations. In the event of any unavailability of the eFiling system, User agrees that time-sensitive documents must be filed in hard copy with the clerk of superior court in order to meet any applicable deadline.

Technical

- That the OCA may deploy updates or modifications to the eFiling system at any time, with or without prior notice, and that User's continued use of the eFiling system to file documents electronically with the courts constitutes acceptance of the system as updated or modified.
- That the OCA may delay, limit, or deny access to the eFiling system due to system outages, scheduled maintenance and backups, or unforeseen events that may occur.
- That the OCA will make reasonable efforts to provide prompt notice of any denial of access and the anticipated duration of such denial of access, but failure of the OCA to give such notice shall not constitute a waiver of any part of these Terms of Use or justification for User's failure to comply with the eFiling Rules, the Marion County, Indiana Rules of Civil Procedure, the Revised Rules of Professional Conduct, or the Marion County, Indiana General Statutes.
- To use software for document production and access to the eFiling system compliant with the eFiling Rules and the OCA's recommended specifications, as updated periodically on the OCA's website.
- That User assumes all risk and waives any claim for damages against the OCA resulting from use of the eFiling system.

Your Acceptance of This Policy

Use of the eFiling system implies consent to the terms of the OCA's user and payment policy. If you do not accept this policy, you will not be able to use the eFiling system.

Statutory Filing Fee

Some court documents require payment of a statutory filing fee. The eFiling system supports online payment of fees paid directly to the Electronic Filing Service Provider (EFSP).

The eFiling system displays the filing fee amount at the time of filing. Use of the eFiling system to pay the filing fee and electronically file constitutes your consent to charge the account associated with your user id with the amount of the filing fee.

Processing Fee

In addition to the statutory filing fee, a processing fee is assessed.

The eFiling system displays the processing fee amount at the time of filing. Use of the eFiling system to pay the filing fee and electronically file constitutes your consent to charge the account associated with your user id with the amount of the processing fee.

Payment Information Security

LexisNexis, the OCA's payment processing vendor, has safeguards in place to protect the security and privacy of your personal information. LexisNexis uses industry standard technology for secure online transactions to encrypt your payment information while it is transmitted over the Internet between your computer and LexisNexis's website servers.

Dispute Settlement

Contact LexisNexis, the payment processing vendor, to dispute a charge to your account. The toll-free number is 1-800-543-6862.

Neither the OCA nor the Clerks of the Circuit and Superior court will be responsible for handling any payment disputes.

Miscellaneous

- That changes to these Terms of Use are within the sole discretion of the OCA. Any change in these Terms of Use will be posted on the Marion County, Indiana Courts website (courts.indy.gov). Continued use of the eFiling system following the posting of changes constitutes User's acceptance and agreement to the changes.
- That, by use of the eFiling system, User acquires no ownership or intellectual property interest in the eFiling system, its content or related materials, including, but not limited to user IDs or passwords; user profile information; documents filed electronically; user interface design, format or content; titles or terminology; logos or other artwork; or training materials and documentation. User agrees that all such intellectual property is the sole property of the OCA or of the vendor selected to develop or host the eFiling system, and that no such content may be reproduced without permission.
- Not to develop, produce or disseminate any derivative work or product based upon or intended to interact with the eFiling system without permission of the OCA and any vendor selected to develop or host the system.
- Not to employ any software that collects, intercepts, or otherwise "mines" information or content from the eFiling system.
- That these Terms of Use, their situs and forum, shall be Marion County, Indiana, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined, governed, and construed in accordance with the laws of the State of Indiana.
- That the continuation or any renewal or extension of the eFiling system is dependent upon and subject to the allocation, availability or appropriation of funds appropriated to the OCA.
- That if any section of this Terms of Use shall, for any reason, be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions of this contract.
- That the failure of either party to enforce any term of this Terms of Use on one or more occasions will not constitute a waiver of the rights or remedies of either party to enforce such or any other term of this Agreement on any other occasion.
- That these Terms of Use shall survive for as long as the User has an account for eFiling, is a party in an action that is filed using the eFiling system or is counsel for a party in a case that is filed using eFiling.

Attachment 2

(B) LexisNexis User Registration Form

LexisNexis File & Serve Agreement
Last Updated: 12/9/2008

BY CLICKING THE "I ACCEPT" BUTTON AT THE END OF THIS LEXISNEXIS® FILE & SERVE AGREEMENT, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT. IF YOU DO NOT WISH TO ACCEPT THE TERMS SET FORTH BELOW, PLEASE CLICK ON THE BUTTON AT THE END OF THIS AGREEMENT INDICATING "I DO NOT ACCEPT."

NOTICE: LEXISNEXIS FILE & SERVE DOES NOT ENGAGE IN THE PRACTICE OF LAW, NOR IS LEXISNEXIS FILE & SERVE PART OF THE COURT SYSTEM IN WHICH YOUR LAWSUIT IS PENDING. LexisNexis, a division of Reed Elsevier Inc. ("LNFS"), encourages all of its users who are not lawyers to consult with an attorney before using LexisNexis File & Serve to file, serve or receive electronic and/or paper documents in a legal action.

1. DEFINITIONS. The following quoted terms not otherwise defined herein shall have the following meanings:

1.1 "Advanced Subscriber" means a Subscriber who is billed for its use of File & Serve on a monthly basis, who has the functionality within the File & Serve System as is set forth in the Section 1.9, and who is permitted to authorize Users within its organization to whom File & Serve User IDs shall be issued.

1.2 "Agreement" means this LexisNexis File & Serve Agreement.

1.3 "Basic Subscriber" means a Subscriber that pays for use of File & Serve on a transactional basis with a credit card and who has the functionality within the File & Serve System as is set forth in the Section 1.9. A Basic Subscriber may not authorize others to use File & Serve and may not share its ID under any circumstances.

1.4 "Court" means the applicable state or federal Court or administrative agency that has entered into an agreement with LNFS or an EFM to accept, send, retrieve and maintain Documents in electronic format through File & Serve.

1.5 "Courts" mean all state and federal Courts and other administrative agencies that have entered into an agreement with LNFS or an EFM to accept, send, retrieve and maintain Documents in electronic format through File & Serve.

1.6 "Court Rules" means the local rules of procedure established by a Court as well as any rules promulgated by a Court governing use of File & Serve.

1.7 "Documents" mean pleadings, Court documents and other legal documents, filings, correspondence and associated data available on File & Serve.

1.8 "EFM" or "Electronic Filing Manager" means an entity that has entered into an agreement

Lexis\Large\Agmts\File&ServeAgreement-August 2008

with the Courts or LNFS to provide a standardized interface that accepts Documents in an electronic format for filing with a Court through File & Serve.

1.9 "File & Serve" means the LexisNexis File & Serve service that, depending upon the type of subscription to File & Serve Subscriber has selected, permits Subscriber to: (a) file Documents with a Court in either electronic or paper form; (b) send or serve an electronic or paper copy of Documents on other parties and their lawyers; (c) perform other functions available through File & Serve; (d) receive Documents by electronic delivery or notification instead of mail or fax; and (e) access, view, print and download Documents and related Court information filed with Courts using File & Serve. If Subscriber is a File & Serve Basic Subscriber, it shall be able to perform the functions set forth in (a) – (c) above using the File & Serve. If Subscriber is a File & Serve Advanced Subscriber, it shall be able to perform all of the functions set forth in (a) – (e) above using the File & Serve. File & Serve also permits Courts to file Documents and orders with notification to Subscribers.

1.10 "File & Serve System" means the proprietary business process component and systems component of File & Serve. The business process component includes special know-how and procedures to provide access and support to individuals who conduct electronic Transactions. The File & Serve System's components consist of the Site, databases, and computer programs that reside on hardware located at LNFS's facilities and some third party data centers.

1.11 "Filing Receipt" means a confirmation that is transmitted to Subscriber after it has submitted a Transaction through File & Serve to a designated Court and/or parties and their lawyers. The Filing Receipt displays the date and time the Transaction was submitted by Subscriber through File & Serve. According to Court Rules, the Filing Receipt may serve as Subscriber's proof of E-Filing.

1.12 "ID" means the identification number and password issued by LNFS to Subscriber and its Users, if applicable, which ID permits access to, and use of, File & Serve. Passwords must conform to the requirements set forth on the site, which are subject to change to ensure privacy and security of data. Advanced Subscribers may request IDs for its Users at the Site.

1.13 "Online Inbox" means an Advanced Subscriber's online inbox accessible via the Site. Advanced Subscribers will receive notification that Documents that have been sent to Advanced Subscribers electronically, including incoming Service and rejected Documents via the Online Inbox.

1.14 "Recipient" means and may be any of the following: (a) a Subscriber; (b) a Court; or (c) an entity or individual who is not a Subscriber.

1.15 "Site" means the LNFS Internet website currently located at <http://www.lexisnexis.com/fileandserve/default.asp> (but which is subject to change upon notice to Subscriber) at which Subscriber, by entering a valid ID, may, among other things dependent upon its type of subscription to File & Serve: (a) File and Serve Documents; (b) access and view Documents E-Filed and E-Served by Subscriber or other subscribers; (c) establish and update Subscriber's Alert profile; (d) check Subscriber's Online Inbox to determine if Subscriber has

received Documents or service; (e) view additional terms governing Subscriber's use of File & Serve; (f) view Court records; (g) maintain personal, firm and case account information; (h) file multiple copies of a Document through Filer Courtesy Copy; (i) view and post Messages on the Message Board; (j) view and schedule Calendared Events using the Calendaring feature; and (k) upload Documents onto the File & Serve System by fax using Upload by Fax.

1.16 "Subscriber" means: (a) if Subscriber is an individual, the person who accepts the terms of this Agreement; or (b) if Subscriber is a company or organization (an "Organization"), the Organization. If the person executing this Agreement is executing it on behalf of an Organization, such person represents and warrants that he or she is duly authorized to enter into this Agreement on behalf of the Organization. A Subscriber may be an Advanced Subscriber or a Basic Subscriber based upon the type of subscription to File & Serve the Subscriber has selected. Advanced and Basic Subscribers are collectively referred to as Subscribers.

1.17 "Transaction" means the record that is created by File & Serve with respect to a sent, E-Filed or E-Served Document, or Courier Courtesy Copy Delivery, including the Document(s), Court name, name of case matter, and name of filing party attorney and firm and other associated information.

1.18 "User" means those employees, independent contractors, and agents of an Advanced Subscriber authorized by the Advanced Subscriber to use File & Serve. Advanced Subscribers will be responsible for any and all use of File & Serve and for all charges incurred by your Users.

1.19 Terms as defined in this Section 1 and elsewhere, parenthetically, shall have the same meaning throughout this Agreement.

2. PARTIES

2.1 This Agreement is made between LNFS and Subscriber.

2.2 By subscribing to LexisNexis® File & Serve ("File & Serve"), Subscriber will be permitted to use File & Serve to E-File, E-Serve, and effectuate Courier Courtesy Copy Delivery to the applicable Courts. In exchange for access to File & Serve, Subscriber agrees to the terms of this Agreement and to pay all applicable fees associated with use of File & Serve as more specifically set forth in Section 4.

2.3 Subscriber shall be subject to the terms of this Agreement. If Subscriber is a File & Serve Advanced Subscriber, it shall have the right to authorize Users to use File & Serve on its behalf. By using File & Serve, all Users accept the terms of this Agreement. LNFS has the right to notify each User of the terms of the Agreement.

3. LICENSE TO USE FILE & SERVE; FILE & SERVE FEATURES AND LIMITATIONS

3.1 LNFS hereby grants Subscriber a non-exclusive, non-transferable, limited, terminable license to use File & Serve, subject to the terms and conditions set forth in this Agreement, any additional terms and conditions posted on the Site, the Court Rules and any applicable state and federal laws.

3.2 The information accessible through File & Serve shall be for Subscriber's own internal use in the ordinary course of its business. Although Subscriber may share the results of individual record and Document searches with clients or customers, Subscriber will not provide any third party (including its clients or customers) any right of access to File & Serve, repackage any records or data in any bulk form for provision to others, or provide any on-going services to third parties through or using File & Serve, whether as a service bureau or otherwise.

3.3 File & Serve shall not be used in a manner contrary to or in violation of any applicable federal, state, or local law, rule, or regulation, including without limitation, the Fair Credit Reporting Act (15 U.S.C.A.1681 et seq., "FCRA"). Subscriber certifies that neither Subscriber nor any of its Users will use any information obtained from File & Serve as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, for residential tenant screening, for governmental licenses, or for other uses which are covered by the FCRA.

3.4 File & Serve includes many features including, but not limited to, E-Filing, E-Service, Alerts, Courtesy Copy, Courtesy Notification, Message Board, Calendaring, Legal Citations, Upload by Fax, and other features that allow Subscriber information maintenance and billing information maintenance as more fully described in Section 3.5 below. File & Serve features are available for use by Subscriber for a specified fee. Subscriber can view the applicable fees at <http://www.lexisnexis.com/fileandserve/default.asp> (but which is subject to change upon notice to Subscriber). Features may be added to or withdrawn from File & Serve without notice in accordance with Section 6.1.

3.5 The following is a description of the features of File & Serve that are available to all File & Serve subscribers and the limitations of such features:

(a) "Data Entry" is a feature that allows Subscriber to enter case information and delivery information for fax and/or U.S. mail methods of service. Subscriber is solely responsible for providing accurate fax or address information. LNFS does not edit or update information if a Transaction cannot be completed because the information provided by Subscriber is inaccurate;

(b) "E-File" or "E-Filing" is a feature that allows Subscribers to electronically submit Documents through File & Serve to Courts that have approved the use of File & Serve in their Court Rules. Subscriber is solely responsible for loading and transmitting Documents correctly and in a timely fashion and for confirming, through File & Serve the Documents have been accepted for E-Filing by the Court;

(c) "E-Serve," "E-Serving," or "E-Service" means the official service of Documents on parties to a lawsuit and/or their attorneys by submitting the Documents electronically through File & Serve (excluding service of process). The term "E-Service" pertains only to subsequent pleadings filed in a litigation matter, not the initial Complaint. The ability to E-Serve Documents on other parties and their lawyers is determined by Court Rules, Case Management Order, Stipulation Order signed by the attorneys, or other agreement between the attorneys in a case. It is Subscriber's sole responsibility to determine when a Document can or must be E-Served as opposed to service in paper or E-Filed or conventionally filed with a Court; and

(d) "Serve Only" is a feature that permits Subscriber to E-Serve and/or serve in paper a Document only upon a designated firm through File & Serve and not E-File or conventionally file the Document with the Court.

3.6 The following is a description of the features of File & Serve that are available to Advanced Subscribers only and the limitations of such features:

(a) "Alert" is a feature that notifies Advanced Subscriber a Document it has E-Filed has been accepted for E-Filing or that the Advanced Subscriber has had a Document E-Served upon it. Notwithstanding the foregoing, the Alert feature will only notify an Advanced Subscriber that a Document has been E-Served upon it or accepted for E-Filing if the Document meets the criteria established by the Advanced Subscriber in its Alert profile at the time the Document is Served or accepted for E-Filing through File & Serve. An Alert profile contains the search criteria entered by the Advanced Subscriber at the time it registered to receive Alerts. Advanced Subscribers are solely responsible for ensuring that all Alert profile information is accurate and up-to-date. The Alert feature will not retroactively notify an Advanced Subscriber of a Document that was E-Filed or E-Served before its Alert profile was created. In addition, the Alert feature **WILL NOT** notify an Advanced Subscriber that a Document has been accepted for E-Filing with a Court if:

(i) the Document is E-Filed or E-Served in paper format, or (ii) the Court retroactively uploads to File & Serve a previously filed Document. Furthermore, the Alert feature will not allow an Advanced Subscriber to view sealed Documents or Serve-Only Documents, unless the sealed or Serve-Only Documents are Served upon the Advanced Subscriber. An Alert is not immediate and may take up to, or exceed 24 hours to process. Further, the Alert feature is provided as a convenience only. Advanced Subscribers who use the Alert feature shall not rely solely on Alert to determine if a Document has been E-Served or E-Filed;

(b) "Calendaring" is a feature that allows Advanced Subscribers and other Participating Parties to view and schedule key events in connection with a case on an online calendar located on the Site (a "Calendared Event"). A Calendared Event may be viewable by all Participating Parties. Calendaring is provided as a convenience to Advanced Subscribers and is provided "As Is." LNFS does not determine or validate the accuracy of Calendared Events, nor does LNFS guarantee that Calendared Events will be posted in a timely fashion;

(c) "Court Courtesy Copy" is a feature that gives Advanced Subscribers the ability to provide multiple paper copies of a Document upon request of a Court when the number of copies requested by the Court is undetermined at the time of E-Filing. Using the Court Courtesy Copy feature, Court staff will have the ability to request the requisite number of copies of the E-Filing that are needed through File & Serve. No additional action on the part of the Advanced Subscriber is necessary. Fees incurred for copies provided to the Court are added to, and will appear in the Advanced Subscriber's monthly invoice;

(d) "Courtesy Notification" is a feature that allows Advanced Subscribers to provide an informal notice to a case party that it has E-Filed a Document on File & Serve. The sending of Courtesy Notification MAY OR MAY NOT comply with Court Rules for service. Advanced Subscribers that use this feature are solely responsible for determining when a Document must be E-Served

as opposed to sending a Courtesy Notification that a Document has been E-Filed. The Recipient of a Courtesy Notification will receive an email notification that the Document has been E-Filed on File & Serve with a link to the Document and the Recipient must pay to view, print or download the Document for which it received the Courtesy Notification;

(e) "Document Reassignment" is a feature that allows Advanced Subscribers to better navigate and retrieve Documents on the File & Serve System. Upon the request of Advanced Subscribers, LNFS will review and move Documents inappropriately served in a master case to their respective individual case(s) on the LNFS website. LNFS will also standardize all document titles contained within a profile and other documents and review for proper punctuation. Fees and specific terms for Document Reassignment will be provided in separate "Amendments" entered into and executed by Subscriber and LNFS. (See Section 4.1(a)). Fees incurred for Document Reassignment services provided are added to, and will appear in the Advanced Subscriber's monthly invoice.

(f) "Email Notification" is a feature that allows an Advanced Subscriber to receive an email notification that a Document has been E-Served upon it and is available for viewing in the Advanced Subscriber's Online Inbox at the personal email address provided to LNFS by the Advanced Subscriber. The Email Notification feature does not constitute service on the Advanced Subscriber and is provided by LNFS solely as a convenience. It is the responsibility of the Advanced Subscriber that uses the Email Notification feature to check its Online Inbox to view E-Filed and E-Served Documents. The Email Notification feature will not function properly if the Advanced Subscriber's email information is inaccurate or if the Advanced Subscriber's email account has been set up to reject email over a certain size or based upon its security settings. Advanced Subscribers that use the Email Notification feature are solely responsible for providing accurate, up-to-date email addresses and for ensuring that email accounts are set up properly to receive Email Notifications;

(g) "Filer Courtesy Copy" is a feature that provides Advanced Subscribers the ability to provide paper copies of any Document that has been E-Filed or E-Served through File & Serve, to a Court. The Advanced Subscriber is responsible for determining when Filer Courtesy Copies are required and the number of Filer Courtesy Copies that are required by a Court. Advanced Subscribers' Fees incurred for copies provided to the Court are added to, and will appear in the Advanced Subscriber's monthly invoice;

(h) "Legal Citations" is a feature of File & Serve that permits further research of legal citations contained within electronic documents on the File & Serve System through the use of legal citation hyperlinks embedded within the electronic documents that will direct you to www.lexis.com ("Lexis.com"). An Advanced Subscriber that has a validly issued LNFS identification number and password may further research the hyperlinked legal citations through Lexis.com subject to the terms and conditions of use and pricing agreed upon between the Advanced Subscriber and LexisNexis, a division of Reed Elsevier Inc. The Legal Citations feature is provided for the convenience of Advanced Subscribers and is provided "As Is." Legal Citations may not provide a comprehensive list of hyperlinks to all legal citations contained within a Document;

(i) "Message Board" is a feature that allows Advanced Subscribers and the other parties, lawyers and the Court in a case (collectively the "Participating Parties") to view and post messages on an informal community board that is maintained on the Site. An example of an item that may be posted to the Message Board is the time a deposition is scheduled (a "Message"). Any Message posted to the Message Board shall be viewable by all Participating Parties and should be of general interest to all Participating Parties. The Message Board should not be used as a request for customer service. The Message Board is provided as a convenience to Advanced Subscribers and is provided "As Is." LNFS does not guarantee that Messages will be posted to the Message Board in a timely fashion, nor does LNFS review or monitor the content of Messages. As such, LNFS disclaims any and all liability with respect to the content of displayed Messages. LNFS reserves the right to withdraw Messages from the Message Board in the event it becomes aware that inappropriate material has been posted to the Message Board;

(j) "Service Transaction" is a feature that permits Advanced Subscribers to designate service as "Serve Only", "Serve Only-Private", or "Serve Only-Public" which terms shall have the following meanings: (i) "Serve Only" has the meaning set forth in Section 3.5(d) above; (ii) "Serve Only-Private" means only the sending firm and designated Recipient will have access to view the documents and related Transaction data; and (iii) "Serve Only-Public" shall mean that the Transaction may be accessible and viewable by all File & Serve Subscribers. Dependent upon applicable Court Orders, independent agreements and the local Court Rules of the Court in which the case is pending LNFS may allow File & Serve Subscribers to download or view "Serve Only-Public" Documents for a fee as set forth on the Site; and

(k) "Upload by Fax" is a feature that allows Advanced Subscribers to fax a Document to LNFS that will be electronically uploaded onto the File & Serve System and available for Advanced Subscribers to complete electronic E-Filing or E-Service through the File & Serve System. In order to utilize Upload by Fax, an Advanced Subscriber shall choose this option from the File & Serve "documents screen" and LNFS will generate a special fax cover sheet (the "Fax Cover Sheet") that the Advanced Subscriber must use in connection with the submission. The Advanced Subscriber shall fax the Document to LNFS using the Fax Cover Sheet. LNFS provides Upload by Fax as a convenience to Advanced Subscribers. Although LNFS will make every effort to upload Documents in timely manner, LNFS is unable to guarantee that Documents will be uploaded in a timely manner. LNFS is not responsible for errors or delays in transmission that are beyond its control. Advanced Subscribers that use this Upload by Fax feature are sole responsibility for confirming that LNFS is in receipt of Documents transmitted to LNFS via Upload by Fax and that such Documents have been uploaded accurately;

4. CHARGES; BILLING

4.1 The use of File & Serve by Subscribers will result in the accrual of "Usage Fees" and "Court Fees" (in some jurisdictions).

(a) Usage Fees are those fees imposed by LNFS for use of File & Serve and may vary based upon a number of factors including the State, Court, Case Type, Case Class, and features being used. Subscriber may view the Usage Fees by logging onto the Site and selecting pricing information. Usage Fees will be set forth on a project specific basis and are subject to change from time to time. Subscriber will check the Site for the amount of Usage Fees

and for any changes to the Usage Fees. Subscriber is solely responsible for all Usage Fees incurred for the use of File & Serve by its Users. All Usage Fees are exclusive of taxes and, if applicable, taxes will be added to Subscriber's invoice and are payable by Subscriber. Subscriber is responsible for providing a sales tax exemption certificates to avoid such taxes. Usage Fees apply even if a document is rejected by a Court: LNFS will not provide a refund. Notwithstanding the foregoing, LNFS and Subscriber may enter into a pricing amendment to this Agreement (an "Amendment") with respect to the amount of Usage Fees.

(b) Court Fees are the fees, charges, taxes and the like, due to a Court or other governmental entity for Documents tendered for filing, posting through File & Serve, or accessed by Subscriber through File & Serve in instances where LNFS has agreed to collect such fees on behalf of the Subscriber, Court or governmental entity. LNFS MAY COLLECT AND REMIT COURT FEES AS PART OF FILE & SERVE IN SOME JURISDICTIONS. HOWEVER, SUBSCRIBER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF COURT FEES. LNFS MAY ALSO ASSESS AN ADMINISTRATIVE FEE FOR THE ADVANCEMENT OF COURT FEES.

4.2 At LNFS's discretion, in addition to Usage Fees and Court Fees, LNFS may assess File & Serve Subscribers a reasonable administrative fee for the (i) processing of the statutory Court Fees and (ii) processing and/or conversion of Court case service/notice lists that are provided by Subscribers to LNFS in a format other than an Excel spreadsheet or Flat File Text format. In addition, LNFS shall assess File & Serve Subscribers a reasonable maintenance fee for the general upkeep of the case service/notice lists.

4.3 Basic Subscribers will pay LNFS the applicable Usage Fees and Court Fees for use of File & Serve via a credit card. Applicable fees will be posted on the Site from time to time by LNFS. If Subscriber's credit card charge is not approved, the Transaction will not be processed.

4.4 Advanced Subscribers will pay LNFS the applicable Usage Fees and Court Fees for use of File & Serve. Applicable fees will be posted on the Site from time to time by LNFS or as agreed to by the parties in an Amendment. Advanced Subscribers will be invoiced on a monthly basis, either via a hard copy or an electronic invoice. LNFS will automatically send you a hard copy invoice unless you choose to receive an electronic invoice. Advanced Subscribers choosing to receive an electronic invoice will not be charged an additional fee for such electronic invoice. However, Advanced Subscribers choosing to receive a hard copy invoice will be charged a minimal fee. The invoice will set forth a reasonably detailed list of the Usage Fees and, if applicable, Court Fees incurred. At LNFS's discretion, in addition to Usage Fees and Court Fees, LNFS may assess reasonable administrative fees upon Advanced Subscribers who pay monthly invoices through multiple (in excess of five) checks or payments. Subscribers are ultimately and fully responsible for payment to LNFS of all fees, charges and other amounts (including, without limitation, any statutory filing, other Court fees or administrative fees), incurred through its User's IDs. The duty to pay any and all fees incurred for use of File & Serve is responsibility of the Advanced Subscriber and shall not be delegated to any third party(s) without prior authorization from LNFS.

4.5 Advanced Subscribers shall pay each invoice within ten (10) days after either Subscriber's receipt of invoice or the date the invoice is made available to Subscriber, whichever is sooner. Any amounts not paid within thirty (30) days after the invoice date will bear interest at a rate equal to the lower of (a) eighteen percent (18%) per annum or (b) the highest rate per annum allowed by applicable law. In addition to the above finance charges, Court Fees not paid within thirty (30) days after the invoice date will bear an administrative fee of up to fifteen percent (15%) per month of the outstanding statutory Court Fee. All finance charges will be determined and compounded daily from the date due until the date paid. Payment of such finance charges will not excuse or cure Subscriber of breach or default for late payment. Advanced Subscribers will reimburse any costs or expenses (including, but not limited to, reasonable attorney's fees) incurred by LNFS to collect any amounts which are not paid when due or for any other failure to honor your payment obligations under this Agreement. Additionally, LNFS may terminate the Advanced Subscriber's access (and access by all its Users) to File & Serve in accordance with Section 7 for any delinquent account and report such Advanced Subscriber's failure to pay LNFS to the applicable Court and attorney licensing authority for the state.

5. SUBSCRIBER'S RESPONSIBILITIES

5.1 Subscriber is solely responsible for: (a) Subscriber's software and equipment, including computer and communications devices; (b) ensuring Subscriber's software and hardware are suitable for connecting to the Site and using File & Serve, including having the minimum system and software required by LNFS to use File & Serve (which information is located on the Site); and (c) Subscriber's access to the Internet, Subscriber's connectivity to the Site, Subscriber's relationship with its Internet service provider, and any telephone or other connection and service fees associated with such access.

5.2 Advanced Subscribers are solely responsible for training and monitoring their Users. Advanced Subscriber's authorization of a User to obtain an ID is also an authorization of that User to incur charges such as Court Fees and File & Serve Usage Fees (as such terms are defined in Section 4.1 above). Advanced Subscribers shall be solely responsible for all fees incurred by their Users.

5.3 Subscriber is solely responsible for maintaining the security and confidentiality of all IDs/passwords. Subscriber will promptly notify LNFS if an ID/password is lost, stolen, no longer valid, has been misused, or compromised in any manner. LNFS will promptly cancel such ID/password. LNFS shall have no liability to Subscribers, Users, or any third party (including, without limitation, Subscriber's clients or customers, if any) for any claim based upon misuse of an ID/password. Subscribers are solely responsible to control all ID/password appropriately assigned by LNFS. LNFS may immediately suspend access to File & Serve if it suspects unauthorized use of an ID/password or in the event of an activity that might compromise File & Serve. Each ID/password issued will be used solely by the individual for whom it was issued and will not be shared under any circumstances.

5.4 Subscriber is solely responsible for maintaining and updating ID/passwords used to access File & Serve in accordance with applicable requirements set forth on the Site. ID/password protocol is subject to change to ensure privacy and data protection. Subscribers and Users that do not follow password protocol may be unable to access the File & Serve System.

5.5 Subscriber is solely responsible for the continuing accuracy of any and all information provided by Subscriber to LNFS in connection with the electronic transmission or delivery of any Document. Subscriber must notify LNFS of any change in Subscriber's contact information including, but not limited to, the change of address, legal name, facsimile number(s), email address, withdrawal of one or more Users from Subscriber's organization, withdrawal by Subscriber as counsel of record from any matter pending before a Court, or any other material information known by Subscriber that is part of Subscriber's contact information. FAILURE TO NOTIFY LNFS OF ANY CHANGE IN SUBSCRIBERS OR USER'S INFORMATION, IF APPLICABLE, MAY RESULT IN INCOMPLETE DELIVERY OF SERVICE DOCUMENTS UPON THEM, OR FAILURE TO RECEIVE SERVICE OF LEGAL DOCUMENTS.

5.6 Advanced Subscribers are solely responsible for checking the Site to determine if notification of Service has been provided, or that a Document it attempted to E-File has been rejected by a Court. ADVANCED SUBSCRIBERS ARE SOLELY RESPONSIBLE FOR MONITORING FILE & SERVE, INCLUDING BUT NOT LIMITED TO, ONLINE INBOXES AND EMAIL NOTIFICATIONS. FURTHER, IT IS THE SOLE RESPONSIBILITY OF ADVANCED SUBSCRIBERS TO DETERMINE IF A DOCUMENT MUST BE SERVED AS OPPOSED TO SIMPLY FILED.

5.7 ADVANCED SUBSCRIBERS ARE SOLELY RESPONSIBLE FOR CHECKING THE SITE TO DETERMINE PROPER ASSOCIATION WITH THE APPROPRIATE CASE(S) AND PLACEMENT ON THE CORRESPONDING SERVICE LIST(S). LNFS IS NOT RESPONSIBLE FOR THE ACCURACY OR CONTENT OF CASE SERVICE LISTS POSTED ON THE SITE. When requesting to be associated with a particular case(s), Advanced Subscribers and any/all Users assert and warrant they are entitled to be associated with and receive service of Documents in said case(s).

5.8 Subscriber is responsible for checking the Site for changes to the terms of this Agreement and with the Courts periodically for changes in the Court Rules. LNFS IS NOT RESPONSIBLE FOR CHANGES TO COURT RULES OR FOR NOTIFYING SUBSCRIBER OF SUCH CHANGES.

5.9 Subscriber shall notify LNFS immediately if an E-Filed Document is subsequently sealed by a Court and shall provide details in connection with such sealing which enable LNFS to determine the action which should be taken in connection with the E-Filed Document at issue (e.g., removal from public access in File & Serve).

6. MODIFICATION OF TERMS AND FILE & SERVE

6.1 LNFS may modify or change this Agreement from time to time (including the amounts of Usage Fees, as defined in Section 4.1 above), at its sole discretion. LNFS will notify Subscriber of any material change(s) in this Agreement and Usage Fees pertaining to E-File-Only Transactions, E-Serve-Only Transactions and E-File and E-Serve Transactions, by posting the proposed change(s) on the Site for five days prior to the effective date of such change(s). LNFS also reserves the right to modify or discontinue features and capabilities of File & Serve, or any portion of File & Serve, without advance notice for normal maintenance and enhancements, and

to modify or update the File & Serve System documentation located on the Site. Usage Fees pertaining to enhanced and/or new features will be effective immediately upon release of such features.

6.2 The continued use of File & Serve by Subscriber or its Users, if applicable, after such notice will constitute acceptance of the change. If Subscriber objects to such modifications, Subscriber's sole recourse will be (a) discontinuance of Subscriber's use of File & Serve, or (b) through the Court.

7. TERMINATION

7.1 Subscriber may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to LNFS. Upon termination by Subscriber, any and/or all obligations and duties owed by LNFS to Subscriber, if any, will end. LNFS may provide post-termination assistance to Subscriber and may assess upon Subscriber reasonable administrative fees and costs associated with such assistance.

7.2 LNFS may terminate this Agreement, without cause, upon 30 days written notice to Subscriber. Additionally, in the event that Subscriber breaches any material term of the Agreement (including Court Rules), LNFS may terminate this Agreement immediately, if Subscriber has not cured such breach within five days after LNFS gives Subscriber written notice of such breach. Material breach includes (but is not limited to) any misuse of File & Serve, Subscriber's insolvency, or any failure to make payments to LNFS. LNFS may also terminate a Subscriber's account after an account remains inactive for six months. Users of a terminated Subscriber account will lose all access to the File & Serve System and will no longer have the ability to submit filings to the Court, serve documents through the File & Serve System or utilize any other features of File & Serve. A Subscriber may re-activate a terminated account by going through the online registration process at www.lexisnexis.com/fileandserve or by contacting LNFS Customer Support.

7.3 Upon termination of this Agreement, neither Subscriber nor its Users will have the ability to use File & Serve.

7.4 Subscriber is responsible for notifying a Court and other Subscribers to File & Serve of the termination of Subscriber's access to File & Serve.

8. WARRANTY

8.1 LNFS warrants that File & Serve is capable of performing the functions in conformance with the published File & Serve System documentation located on the Site for the then-current version of the File & Serve System, under normal use and as long as Subscriber is in compliance with its obligations under this Agreement. Subscriber's sole relief for breach of the foregoing warranty is that LNFS (in its sole discretion) will either, (a) redeliver or re-perform the File & Serve feature or function without charge, or (b) refund to Subscriber the fee paid by Subscriber for the File & Serve feature or function that is the subject of the warranty claim.

8.2 The Internet is not an error-free environment and some forms of electronic filings need substantial lead time and reasonable computer skills to prepare and transmit in a timely fashion.

FILE & SERVE IS SUBJECT TO LIMITATIONS, DELAYS AND PROBLEMS INHERENT WITH THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEITHER LNFS NOR ITS SUPPLIERS, LICENSORS OR CONTRACTORS WARRANT THAT FILE & SERVE WILL MEET SUBSCRIBER'S REQUIREMENTS, OR THAT FILE & SERVE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. NEITHER LNFS NOR ITS SUPPLIERS, LICENSORS OR CONTRACTORS WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION IN RECORDS AVAILABLE ON FILE & SERVE, OR WARRANT THAT ANY PLEADINGS, MAIL OR OTHER DOCUMENTS WILL BE RECEIVED AND READ BY THEIR INTENDED RECIPIENTS. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 8.1, NEITHER LNFS NOR ITS SUPPLIERS, LICENSORS OR CONTRACTORS PROVIDES ANY WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FILE & SERVE IS PROVIDED "AS IS WITH ALL FAULTS" AND ON AN "AS AVAILABLE" BASIS.

9. LIMITATIONS OF LIABILITY

9.1 LNFS has no control over the content of a Document transmitted on or through File & Serve, and LNFS has no liability to Subscriber, Users, Subscriber's clients, or other third parties for any claim based upon (a) rejection of a Document by a Court or an EFM, (b) alleged defamation, libel, or slander contained in the Documents, (c) infringement of any intellectual property rights in a Document, and (d) the content and format of a Document. LNFS has no liability to Subscriber, Users, Subscriber's, clients, customers, or other third parties based upon incorrect transmission or delivery instructions by Subscriber or other subscribers to File & Serve, including, without limitation, liability for any losses in connection with the loss of privilege or for any other claimed injury or damages due to disclosure of a Document.

9.2 NEITHER LNFS NOR ITS SUPPLIERS, LICENSORS OR CONTRACTORS WILL BE RESPONSIBLE FOR, AND SUBSCRIBER WILL NOT SEEK TO HOLD LNFS OR ANY SUCH PARTY RESPONSIBLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM: (a) any errors in or omissions from File & Serve; (b) any delays or delivery problems resulting from use of File & Serve; (c) the unavailability or interruption of File & Serve or any of its features; (d) your use of File & Serve (regardless of whether Subscriber received assistance, information or advice from the Site or any LNFS personnel); (e) transmission errors or any problems relating to telephone lines or other transmission devices, including the unavailability of telephone lines or other electronic transmission lines or devices; (f) any alteration or destruction of a Document resulting from third parties' unauthorized access to or use of File & Serve (e.g., computer "hackers"); or (g) any losses or damages or alteration or destruction of a Document or information on any party's computer system or elsewhere resulting from the transmission of computer "viruses" or other damaging or destructive software or software components by or through File & Serve, except in the case of willful or reckless acts on the part of LNFS.

9.3 IN NO EVENT WILL LNFS OR ANY OF ITS SUPPLIERS, LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER,

INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF REVENUES, PROFITS, DATA OR OTHER INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER'S EXCLUSIVE REMEDY, AND THE MAXIMUM LIABILITY OF LNFS AND SUCH OTHER PARTIES, IF ANY, FOR ANY DAMAGES, WHETHER BASED IN CONTRACT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE, SHALL BE STRICTLY LIMITED TO THE AMOUNT OF THE USAGE FEE SUBSCRIBER ACTUALLY PAID TO LNFS FOR THE PARTICULAR TRANSACTIONAL USE OF FILE & SERVE WHICH CAUSED THE DAMAGES, EXCLUSIVE OF COURT FEES. IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIONS OF WARRANTY AND DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT

9.4 In jurisdictions where File & Serve is not required, File & Serve, Subscriber is provided as a convenience service, and Subscriber can make alternative arrangements to file and serve Documents. Subscriber acknowledges that the timely E-Filing or E-Serving, in compliance with statutes, regulations, Court Rules, and orders requires the professional judgment of an attorney, and that attorneys appearing in a case are ultimately responsible for the timely E-Filing, E-Serving, , or Service of Process of any such Documents (as specified by User). While LNFS will use reasonable efforts to electronically E-File or E-Serve , neither LNFS, nor any of its licensors, suppliers or contractors shall have any liability whatsoever associated with the E-Filing, E-Serving or failure to E-File, E-Serve submitted via File & Serve.

9.5 The parties will use reasonable efforts to take precautions against the contamination of their respective systems and computer files with software viruses, worms or other malicious agents that may reside within messages sent through File & Serve. At a minimum, such precautions shall include the installation, upgrading and use of commercial virus detection software to scan files and Documents transmitted via File & Serve. Additionally, the parties will use reasonable efforts to identify and to correct or remove any Document or file that may have infected data or contain viruses or other malicious agents. LNFS reserves the right to delete infected Documents, files or programs, and LNFS shall have no liability to Subscriber, or the sender or intended Recipient of infected materials for such action. However, no precautions or virus detection software is or can be effective against all viruses, and LNFS shall have no liability with regard to any contamination of files, Documents or File & Serve.

9.6 In jurisdictions where LNFS is not participating as an EFM, in no event will LNFS or any of its suppliers, licensors or other contractors be responsible or liable for: (a) any problems relating to delivery or delay of Documents filed with the Court resulting from the EFM; or (b) the unavailability or interruption of EFM service.

9.7 No claim, regardless of form, which in any way arises out of or relates to File & Serve or Subscriber's use of or inability to use File & Serve, or the use of or inability to use Documents accessed through File & Serve, may be brought by Subscriber more than one year after the basis for the claim is discovered or should have been discovered by Subscriber.

9.8 Each third party supplier, licensor or contractor of LNFS has the right to assert and enforce

the provisions of Sections 8 and 9 of this Agreement on its own behalf as a third party beneficiary.

10. NON-INFRINGEMENT

10.1 LNFS, at its expense and option will defend and hold Subscriber harmless from or settle any claim, cause of action or demand made by any third party against Subscriber that File & Serve or the File & Serve System infringes any intellectual property of any third party; provided, that (a) Subscriber promptly notifies LNFS of the claim in writing; (b) use of File & Serve was in substantial compliance with this Agreement, (c) the infringement was not caused in whole or in part by Subscriber; (d) LNFS shall have sole control over the investigation, defense and settlement of the claim; (e) Subscriber shall provide such assistance in the defense of the claim as LNFS may reasonably request; and (f) Subscriber shall comply with any settlement or Court order made in connection with the claim.

10.2 Subscriber agrees to defend, indemnify and hold harmless LNFS (including its affiliates, officers, directors and employees) from any claim or demand, including reasonable attorneys' fees, made by any third party that File & Serve or the File & Serve System infringes any intellectual property of any third party based upon use of File & Serve or the File & Serve System not in compliance with this Agreement by Subscriber. The foregoing shall not apply to a Subscriber that is a public entity if prohibited by applicable law.

11. THIRD-PARTY SOFTWARE File & Serve may utilize software from third-party providers ("Third Party Software"). Third Party Software can include sign-on and identification facilities, document transfer and conversion tools and the facilities needed to acknowledge, time stamp and forward documents, associated data and notifications to and from the Court as well as to other users of File & Serve. Subscriber shall comply with the license terms of any Third Party Software supplied in connection with File & Serve and that it will not or allow others to alter or modify any Third Party Software without express written permission from LNFS or the Third Party Software provider in each instance. LNFS has no obligation to maintain or upgrade any such Third Party Software.

12. PILOT PROJECTS LNFS may implement File & Serve in various jurisdictions in conjunction with local Courts and bar representatives through a process of needs assessments, pilot efforts and phased stages to accommodate unique requirements of multiple subscribers. In such cases, Subscriber will cooperate with limited and reasonable testing, provide timely responses to reasonable requests for information or approvals, and promptly report any error condition or anomaly to LNFS.

13. FORCE MAJEURE Neither party shall be in breach of this Agreement in the event it is unable to perform its obligations under this Agreement as a result of interruption and delay due to causes beyond its reasonable control including, but not limited to, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, failure of equipment not under the control of either party, transmission line or communications failure or unavailability, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. MISCELLANEOUS PROVISIONS This Agreement (including the Court Rules and any applicable state or federal laws) embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written. This Agreement is governed by and construed under the laws of the State of Indiana, without reference to its conflicts of law rules to the contrary. Neither this Agreement nor any part or portion of it shall be assigned, sublicensed or otherwise transferred (by merger, operation of law or in any other manner) by Subscriber without LNFS's prior written consent. All notices required or permitted in this Agreement shall be in writing and shall be emailed, mailed, faxed, posted on the Site or delivered to the account representative of the other party at the last address provided to the other party in writing. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal, the validity and enforceability of the other provisions shall not be affected. In addition, the parties will endeavor to replace the provision with a legal, valid or enforceable one that most closely embodies the original intentions of the parties. Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only.

Attachment 3

Declaration that Party was unable to file
in a timely manner

[Date]

[Customer Name] [Method of delivery] [Customer Firm Name]
[Address] [Address]

RE: LexisNexis File & Serve Transaction Identification Number [insert TID]

Dear Valued LexisNexis File & Serve Customer,

On [insert Date/Time], LexisNexis File & Serve experienced technical issues that may have affected the filing and/or service of the above-mentioned File & Serve Transaction Identification Number (TID) submitted on the File & Serve system. The File & Serve records indicate that you or your firm submitted the transaction on the File & Serve system at or around [insert date/time].

We are reaching out to you to recommend that you resubmit your transaction as soon as possible.

We apologize for any inconvenience this may have caused you or your firm and we will continue working to resolve this matter as quickly as possible.

Sincerely,

xxxxxxxxxx

TOTAL PRACTICE SOLUTIONS
Client Development Research Solutions Practice Management Litigation Services

Attachment 4

Schedule of Fees and Charges

LexisNexis[®] File & Serve - Pricing Sheet**

MARION COUNTY – MORTGAGE FORECLOSURE & COLLECTIONS CASES

FILING DOCUMENTS WITH THE COURT & E-SERVICE TO REGISTERED USERS*

Filing and e-service into a single case	\$35 PER case for Collections Cases \$55 PER case for Mortgage Foreclosure Cases
---	---

OFFLINE SERVICE DELIVERY & METHODS¹

U.S. Mail delivery to case parties (via 1st Class mail)	\$6.00 per transaction—plus \$0.30 per page, per firm and applicable postage and delivery fees.
Fax service delivery	\$6.00 per transaction—plus \$0.50 per page, per firm

** Additional pricing for optional features and services
Prices do not include statutory court fees. **Pricing quoted here is an estimate and not the final pricing agreed upon between LNFS and Marion County.*

U.S. Mail Cancellation Fee	2% of total fee, minimum \$250, plus costs for any U.S. Mail deliveries that cannot be stopped in time
----------------------------	--

¹ These services are provided as additional add-on from LexisNexis and not part of the e-filing system. Users can choose to avail of these services if they wish or perform these on their own.

LexisNexis® File & Serve: OPTIONAL SERVICES PRICE SHEET

OFFLINE SERVICE DELIVERY METHODS

U.S. Mail delivery to case parties (via 1st Class mail)	\$6.00 per transaction—plus \$0.30 per page, per firm and applicable postage and delivery fees.
Fax service delivery	\$6.00 per transaction—plus \$0.50 per page, per firm
U.S. Mail Cancellation Fee	2% of total fee, minimum \$250, plus costs for any U.S. Mail deliveries that cannot be stopped in time

POSTAGE AND DELIVERY

Number of pages:	Fee:
1-4	\$3.85
5-10	\$4.73
11-17	\$5.46
18-19	\$6.26
20-25	\$7.02
26-31	\$7.79
32-37	\$8.55
38-43	\$9.32
44-49	\$10.08
50-54	\$10.85
55-60	\$11.61
61-66	\$12.38
67-72	\$13.14
73-89	\$21.60
90-183	\$36.05
184-276	\$50.18
277-369	\$62.10
370-463	\$73.17

OPTIONAL DOCUMENT DELIVERY TO ADDITIONAL RECIPIENTS

Online delivery	No charge when combined with online service
Email delivery	No charge when combined with online service
Fax delivery	\$6.00 per transaction—plus \$0.50 per page, per firm
Via Courier to a Court (where available)	\$25.00 per transaction +\$.10 per page
Courtesy Copy to a court via 1 st class U.S. Mail	\$6.00 per transaction—plus \$0.30 per page and applicable postage and delivery fees

CASE AND DOCUMENT SEARCHES

In all courts unless otherwise noted below or as listed on a court-specific price sheet:	
Maryland-Baltimore, Prince George's Filings in My Cases Filings in My Firms Cases Filings in All Cases	No Charge No Charge \$5.00 Per Search
All Other Courts or Projects Filings in My Cases Filings in My Firms Cases Filings in All Cases	No Charge No Charge \$10.00 Per Search

CASE AND DOCUMENT REPORTS	
In all courts unless otherwise noted below or as listed on a court-specific price sheet: Maryland-Baltimore, Prince George's Filings in My Cases Filings in My Firms Cases Filings in All Cases All Other Courts or Projects Filings in My Cases Filings in My Firms Cases Filings in All Cases	No Charge No Charge \$5.00 Per Report No Charge No Charge \$10.00 Per Search
PUBLIC ACCESS DOCUMENTS	
In all courts unless otherwise listed on a court-specific price sheet: Documents served by your firm Documents served to your firm All other documents Transcripts	No Charge No Charge \$6.00 per document Per page plus court reporter fees, refer to specific court price sheet
ALERTS	
Online notification of case activity—and optional email notification Maryland – Baltimore, Prince George's County All Other courts	\$2.00 per Alert setup, per month—plus \$0.10 per notification generated (\$10.00 maximum) \$15.00 per Alert setup, per month
TRADITIONAL PAPER INVOICING	
	\$5.00 per invoice per month Electronic invoices are no charge
CUSTOMER SUPPORT FILING	
Orders called into LexisNexis Customer Support and completed on your behalf	\$95.00 plus applicable e-file or e-service transaction fees
UPLOAD DOCUMENTS VIA FAX	
	\$5.00 per trans + \$0.50 per page + std filing fee
MESSAGE BOARD AND CALENDAR	
	\$6.00 per firm per month per project/court as implemented, unless otherwise noted in a specific court or project price list

Prices are subject to change.

Attachment 5

- Certificate of Service
- Sample Notice of Manual Filing
- Notice of Electronic Filing and Service – Transaction Receipt Example

ATTACHMENT 5:
CERTIFICATE OF SERVICE

Total Litigator

Laure Machado | [Switch Client](#) | [Preferences](#) | [History](#) | [Sign Out](#)

LexisNexis Services: [Lexis.com](#)

Home | **Early Case Assessment** | **Draft, File & Serve** | **Discovery** | **Research** | **Gather Intelligence** | **Trial Prep** | **Alerts & Tracks** | **Litigation Tools**

LexisNexis® **File & Serve**

LexisNexis File & Serve | [Resource Center](#) | [File & Serve Preferences](#) | [System Options](#)

Home | **Filing & Service** | **Alerts** | **Search**

Case History | **Cases Search** | **Daily Docket** | **Transaction Status** | **Advanced Search** | **Service of Process Transactions**

TIP: Receive notifications of new Filing & Service activity that match your search criteria. Click on the Alerts tab.

[Documents/Transactions Search](#) > [Results](#) > **Transaction 25364442**

[Printable Version](#)

<<Previous transaction | [Next transaction](#)>>

Case number: [2009CV1351](#) | [View Case History](#)

Filed and served at 5/27/2009 11:40 AM MDT

Case name: COUNTRYWIDE HOME LOANS SERVICING LP vs. GENOVA, DOMINIC L et al

No calendar event scheduled

[Add Calendar Event](#)

Court: CO Douglas County District Court 18th JD

Division: 1 - Division 1

Judge: King, Paul A

☒ View all document(s) as a list | ☐ View document(s) inline

Document List (1) | [Accept All](#) | [Reject All](#) | **Total Statutory Fees: \$0.00**

Main Document, 4 pages | ID: 31444541

[Document History](#) | [Linked Documents](#) | [PDF Format](#) | [Original Format](#)

Document type: Order | Clerk review status/action: Accepted

Security: Public | [redact document](#) | Date reviewed: 5/27/2009

Statutory fee: \$0.00 | Judge review status/action: Grant

Document title: Grant (Order Authorizing Sale)

Submit

Other Transaction Data

Calendar Event

Event type: -- Select --

Event name:

Location: 1 - Division 1

Begin date: 5/29/2009 (mm/dd/yyyy) | Time: MDT (hh:mm AM/PM)

End date: 5/29/2009 (mm/dd/yyyy) | Time: MDT (hh:mm AM/PM)

Note:

Maximum length of text is 16 characters

Financial Comment:

None

Parties and Recipients

Sending Parties (1)

Party	Party Type	Attorney	Attorney Type	Firm
N/A	N/A	King, Paul A	Primary Judge	CO Douglas County District Court 18th JD

Recipients (1)

Party	Party Type	Attorney	Firm	Delivery Status	Delivery Method	Type
COUNTRYWIDE HOME LOANS SERVICING, L.P.	Plaintiff	Marcy McDermott	Aronowitz & Ford LLP	5/27/2009 11:40 AM MDT	E-Service	Service

Additional Recipients (0)

Document/Notice	Name	Delivery Method	Delivery Status
none available			

Sender Information

Submitted by:

Paul A King, CO Douglas County District Court 18th JD

Authorizer:

Paul A King, CO Douglas County District Court 18th JD

Submit

STATE OF INDIANA)	MARION COUNTY SUPERIOR COURT
)	CIVIL DIVISION COURTROOM #####
COUNTY OF MARION)	MORTGAGE FORECLOSURE LITIGATION DOCKET
SAMPLE PLAINTIFF 1,)	
)	
)	
Plaintiff,)	
)	
)	
v.)	CAUSE NO. ##D##-####-##-###-###
)	
)	
SAMPLE DEFENDANT)	
1)	
)	
)	
Defendant)	

**PLAINTIFF’S NOTICE OF MANUAL FILING OF DOCUMENTS THAT
CANNOT BE E-FILED**

Respectfully submitted,

SAMPLE ATTORNEY FIRM NAME

/s/ SAMPLE ATTORNEY NAME
Sample Attorney (#####-##)
Attorney for Sample Plaintiff

7/21/06 2:01 AM CDT

LexisNexis File & Serve Transaction Receipt

Transaction ID:	11856601
Submitted by:	Carol Counselor, Mock Firm A
Authorized by:	Andrew Associate, Mock Firm A
Authorize and file on:	Jul 21 2006 2:01AM CDT
Court:	Mock Court-Filing & Serving
Division/Courtroom:	N/A
Case Class:	Civil
Case Type:	Personal Injury
Case Number:	03456-A
Case Name:	Alice in Wonderland Inc vs Composition Co
Transaction Option:	File and Serve
Billing Reference:	

Documents List			
2 Document(s)			
Attached Document, 1 Pages		Document ID: 6414408	View Original View PDF
Document Type:	Motion	Access: Public	Transaction Fee: \$20.00
Document title: Plaintiff Alice in Wonderland Inc's Motion for Summary Judgment against Composition Co			
Attached Document, 1 Pages		Document ID: 6414409	View Original View PDF
Related Document ID: 6414408			
Document Type:	Exhibits	Access: Public	Transaction Fee: \$0.00
Document title: Exhibit A			

Expand All

☐ Sending Parties (2)

Party	Party Type	Attorney	Firm	Attorney Type
Wonderland, Alice	Plaintiff	Counselor, Carol	Mock Firm A	Co-Counsel
Wonderland, Alice	Plaintiff	Attorney, Adam	Mock Firm A	Attorney in Charge

☐ Recipients (2)

☐ Service List (1)

Delivery Option	Party	Party Type	Attorney	Firm	Attorney Type	Method
Service	Composition Co	Defendant	Litigator, Larry	Mock Firm B	Attorney in Charge	E-Service

☐ Additional Recipients (1)

Deliver To	Address	Include Document
larry.lawyer	larry.lawyer@email.com	Yes

☐ Case Parties

Begin a New Transaction

Return to My File & Serve

Print

Attachment 6

Training Plan

For the Marion County courts, LexisNexis will complete a workflow analysis to identify impacted departments and training needs for personnel in impacted departments. LexisNexis identifies impacted users at both law firms and courts who will need e-file training. Typically this includes judges, clerks, court coordinators, law clerks, paralegals, legal secretaries and attorneys.

A typical training plan consists of:

- Workflow analysis of clerk and court processes
- Proposed modifications of workflow proposal and sign-off by Court Management
- Basic end-User and IT staff technical training
- User documentation
- Follow up training and ongoing support provided by local account manager to Court staff and IT staff as necessary

LexisNexis employs experienced trainers to provide training support to both courts and law firm users. eFile training is free for all users. A variety of methods are used to facilitate training:

Method	Detail
Seminar/Group	Trainers provide education seminars of LexisNexis File & Serve services, benefits and use of the system.
Onsite	Trainers go to courts and law firms to provide hands on training for both beginners and advanced users.
Web-based	Web based training is available to all users on a regular weekly schedule or in private sessions. Web-based training allows users to join a trainer in a virtual training room on the internet.
Telephonic	Telephonic training (primarily used for tips/tricks and support) is also supported by training and customer service staff.

Training is provided on an ongoing basis to new users, when new features are released and as continuing education courses.

Attachment 7

LexisNexis Customer Support

LexisNexis Customer Support is available via a toll free number 24 hours a day, 7 days a week, 365 days a year (with the exception of the Christmas Holiday when the call center is available all hours except 6:00PM ET Christmas Eve until noon ET Christmas Day.) The Customer Support staff of over 400 professionals, located in Dayton, Ohio, possesses a variety of education and work experiences, including:

- Attorneys and Paralegals
- Technical Experts
- Financial Planners and Stock Brokers
- Individuals with degrees in Political Science, History, Communications, Journalism, Business
- Administration, Marketing, Economics and Accounting

In addition to the Dayton call center, LexisNexis provides second level support from their Bellevue, Washington office where the product resides. Customer Support Representatives specialize in the following basic areas: Legal/Usability, Technical and Operations. Set forth below is a general breakdown of the types of experience and expertise possessed by individuals in these Customer Support Representative categories.

Legal/Usability Support

Legal Research Associates address questions related to e-filing, legal search strategy, materials, and features. Approximately 90% of these individuals are JDs and most of these JDs are licensed attorneys. The remaining Legal Customer Support Representatives are experienced paralegals. Many of their Legal Customer Support Representatives have practice experience including law firm, corporate counsel, and judicial law clerkship gained prior to joining LexisNexis. All of our paralegals have extensive paralegal practice experience.

Technical Support

Customer Support Technical Support Representatives are technical experts who respond to technical questions regarding hardware, software and telecommunications, providing assistance with installation, configuration, set-up and troubleshooting, etc. The majority of the technical staff has degrees in disciplines including Management Information Systems, Computer Science and Business Administration. These representatives have practical work experience as Systems Administrators, Application Programmers, Internet Service Support Providers and Technical Support Representatives.

Operations Support

Operations Support Representatives have a variety of degrees and levels of expertise. They respond to questions related to systems operations such as signing up for services and billing questions. Preferred background for a position in the Operations group includes a Bachelors Degree in Communications or Business, or MIS, or equivalent work experience, and at least two years of customer support experience, preferably telephonic.

Attachment 8

Disaster Recovery Plan and Architecture

SECURITY & TECHNICAL REQUIREMENTS

The filing and service of legal documents is an important process that deserves a higher level of security than other kinds of more casual communications like the sharing of personal or business information. In fact, we believe it is instructive to think of a “judicial grade” level of security for filing and service. Our security model includes multiple layers including user, document/data, and the network/facilities protections.

LexisNexis File & Serve incorporates a robust set of security measures to protect the integrity of the documents and data managed by the system.

The underlying focus for LexisNexis File & Serve security measures include:

- Managing access to documents and the case information
- Assuring the reliability and availability of the system so that information is always available
- And preventing the loss, corruption, or destruction of documents and data

Network Security

All servers are behind up to four secure devices (border routers, firewalls, secure switches, NAT load balancers, etc); additionally each server has a redundant network connection to ensure its availability. The number of devices that a server is behind depends on what its function in the network is. Servers that users interact with directly are behind a border router, switch, firewall, and NAT load balancer. These servers contain no user information in the form of data or documents. Servers that contain user data or documents are further removed from the Internet by another network. Additionally, access to the production network for LexisNexis employees is limited to the operations staff and secured by a VPN device. Additional network security is provided by an Intrusion Detection System (IDS). The IDS monitors all network activity and alerts the operations staff to network traffic that could be unauthorized. A specialized database IDS system sits in front of all database servers and protects against potentially harmful activities that may be directed at the database servers or data.

All firewall logs are analyzed by the security team for abnormal activity or unauthorized access. Proactive measures are in place to block unauthorized access at the edge of the network.

Also, additional server security is provided by weekly Vulnerability Assessment scans. The VA scans are run against all internet facing servers to verify that there are no known security vulnerabilities present. In the case that vulnerability is identified, the operations staff is alerted immediately so that the vulnerability can be corrected.

All traffic entering and exiting a server is scanned real-time for viruses, worms and other potentially harmful files. In the event that a harmful file is found, the operations staff is alerted immediately so proper action can be taken. All servers are updated on a daily basis with the latest anti-virus signatures.

Telecommunications

The LexisNexis[®] File & Serve production network is connected to the Internet via two separate physical connections using both fiber and copper technology. This type of connectivity removes the probability of lease line failure between LexisNexis File & Serve and the Internet.

Internet access from the courts and individual users is dependent upon expected volume and number of users. As such, it is important to have dedicated versus switched access and as much bandwidth as possible. Locations with multiple and simultaneous users should consider a direct T1 circuit for access to the Internet. There are other options available that do not require T1 access, including DSL, cable modem, fractional T1, and dedicated ISDN.

Access to an Internet Service Provider (ISP) is also a key component of success for electronic filing. Dial-up ISP access is an acceptable means of connectivity to LexisNexis File & Serve as long as the user understands the data delivery capabilities through the dialed system. LexisNexis File & Serve will assist the courts and users in managing the expectation of electronic data delivery in general and specifically with regard to electronic filing.

Data Center

All production system hardware is located at the LexisNexis state-of-the-art facility in Miamisburg, Ohio and incorporates redundant power sources, air conditioning units and multiple conduits to the appropriate telephone company point of presence. The facility is a limited access data center complete with controlled physical access, environmental controls, fire suppression, battery backup, and standby generators. A full-time security staff is onsite 24x7x365 with full-time video monitoring of all datacenter facilities. The hardware and application are monitored on a 24/7 basis with alerts going to a 24x7x365 Operations Center.

Document Storage

While the LexisNexis File & Serve system is used mainly for the electronic filing and service of documents, the system also provides for the storage of documents. Data items are collected during the electronic filing process, which become the main data elements in a fully relational SQL database at the LexisNexis production facility. As users “attach” their documents for filing, the files are uploaded to the LexisNexis File & Serve system.

Each filing is retained in its native format, as well as being converted into Adobe[®] PDF. The original document and associated PDF are retained by LexisNexis File & Serve and stored on fault-tolerant servers that utilize clustering and data mirroring to ensure document availability. Additionally, system backups are performed on a daily/weekly basis and are stored at a remote datacenter. Documents filed using the LexisNexis File & Serve system remain online indefinitely and are constantly available to users of the system.

In addition to the standard backup processes, documents are continually replicated to the remote datacenter. This is to provide a hot fail over in case of a hardware failure in the primary document store. At the end of each day the documents are reconciled against the databases to ensure that we have all of the documents we are supposed to. At the end of the document audit, the primary and secondary document stores are reconciled to ensure the integrity of the storage systems.

The system supports the capability for the court to possess an electronic copy of any documents within the system. LexisNexis File & Serve can provide these documents to the court for onsite storage via an FTP (File Transfer Protocol) mechanism. To facilitate an upload into the court's case management system (CMS) and/or document management system (DMS), XML information concerning the document will be included in the file header.

Applications

LexisNexis File & Serve uses industry standard Internet design and development tools (e.g. ASP, ASP.Net, HTML and SQL). Operating on the Internet allows software upgrades to be fashioned on the File & Serve server and made immediately available to all subscribers. Centralized applications eliminate the need to individually upgrade software or hardware on user PCs. The only general requirement is that subscribers maintain an updated version of an approved browser.

Patches and Upgrades

All servers are patched on a monthly schedule. In the event a vendor releases a high critical update, steps are taken to deploy it outside the normal deployment process.

Data Replication

General

The LexisNexis File & Serve application's key components are databases and documents. The databases contain user authentication information, case data, party lists and other data required to complete a filing. Documents, for the purpose of this discussion, are the original documents that the user uploads and their PDF versions created by the LexisNexis File & Serve system. Both of these components, databases and documents, must be accurately represented in order for the system to be usable.

Database Replication

The File & Serve system hosted in Miamisburg, OH replicates its databases using SQL log shipping every 10 minutes to a secondary site in Springfield, OH. This is done across high speed dedicated network circuits. While this replication method is bandwidth intensive, it is required to maintain data integrity.

Document Replication

Documents are replicated in near real-time. Documents are not replicated in real time because our system allows users to change documents up until the point that they actually complete the filing process. Within minutes of the completion of the filing process, the documents are replicated to the secondary site. As an

additional check, documents are reconciled between both locations every night to ensure all documents transferred correctly and that there were no documents missed.

Source Code Replication

The entire source tree of the LexisNexis File & Serve system is replicated to the Springfield facility daily to ensure that development can continue in the event of a catastrophe.

Semi-Critical Failures

- Redundancy: All critical system components are redundant. For hardware we have multiple sets of equipment configured to perform the same task. In the event of a failure in the primary equipment the secondary equipment can continue processing. For data and server configuration, our information is stored in a storage area network (SAN) that provides RAID security plus a mirror of the entire RAID set. The table below is an overview of our system redundancy.

Item	Redundancy
Internet Connection	Dual
Firewall	Dual
Load Balance	Dual
Network Equipment	Dual
Document Storage	Dual*
Database	Dual*
Doc Conversion	32x

*In addition to hardware redundancy, our storage area network (SAN/NAS) provides full redundancy of both data and server configuration.

- Equipment Spares: Spare components are on hand to allow for quick fixes to failed servers.

Attachment 9

City-County General Ordinance No. 99,
2009 Marion Superior Court Equipment
Fund

CITY-COUNTY GENERAL ORDINANCE NO. 99, 2009
Proposal No. 341, 2009

PROPOSAL FOR A GENERAL ORDINANCE to amend the Revised Code to clarify the sources and use of the Marion Superior Court equipment fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. Section 135-243 of the "Revised Code of the Consolidated City and County," regarding the Marion Superior Court equipment fund, hereby is amended by deletion of the language that is stricken-through and addition of the language that is underscored, to read as follows:

Sec. 135-243. Marion Superior Court Equipment Fund.

(a) There is hereby created a special fund to be designated as the "Marion Superior Court equipment fund," in the office of the court services agency. This fund shall be a continuing, nonreverting fund, with all balances remaining therein at the end of each year. Such balances shall not lapse into the county general fund or ever be directly or indirectly diverted in any manner to uses other than those stated in this section.

(b) All fees and moneys generated by the use of teleconference programs, electronic case filing systems, or other court computerized systems, ~~or revenue derived from grants, specified for teleconference programs for the Marion Superior Court~~, shall be deposited in the Marion Superior Court equipment fund.

(c) The fund shall be administered by the Marion Superior Court, and all funds deposited therein shall be appropriated and used solely for computer application programming, equipment acquisition, replacement and maintenance.

(d) Amounts shall be paid from this fund only pursuant to appropriations authorized by the city-county council in the normal budgeting processes.

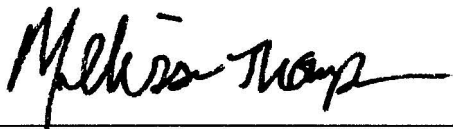
SECTION 2. The expressed or implied repeal or amendment by this ordinance of any other ordinance or part of any other ordinance does not affect any rights or liabilities accrued, penalties incurred, or proceedings begun prior to the effective date of this ordinance. Those rights, liabilities, and proceedings are continued, and penalties shall be imposed and enforced under the repealed or amended ordinance as if this ordinance had not been adopted.

SECTION 3. Should any provision (section, paragraph, sentence, clause, or any other portion) of this ordinance be declared by a court of competent jurisdiction to be invalid for any reason, the remaining provision or provisions shall not be affected, if and only if such remaining provisions can, without the invalid provision or provisions, be given the effect intended by the Council in adopting this ordinance. To this end the provisions of this ordinance are severable.

SECTION 4. This ordinance shall be in effect from and after its passage by the Council and compliance with Ind. Code § 36-3-4-14.

The foregoing was passed by the City-County Council this 21st day of September, 2009, at 9:23 p.m.

ATTEST:

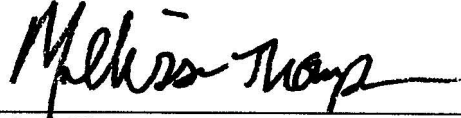


Melissa Thompson
Clerk, City-County Council



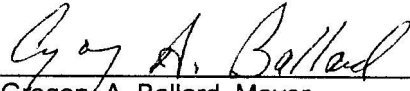
Bob Cockrum
President, City-County Council

Presented by me to the Mayor this 25th day of September, 2009.



Melissa Thompson
Clerk, City-County Council

Approved and signed by me this 5th day of October, 2009.

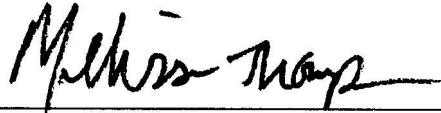


Gregory A. Ballard, Mayor

STATE OF INDIANA, MARION COUNTY)
CITY OF INDIANAPOLIS) SS:
)

I, Melissa Thompson, Clerk of the City-County Council, Indianapolis, Marion County, Indiana, do hereby certify the above and foregoing is a full, true, and complete copy of Proposal No. 341, 2009, a Proposal for GENERAL ORDINANCE, passed by the City-County Council on the 21st day of September, 2009, by a vote of 26 YEAS and 0 NAYS, and was retitled General Ordinance No. 99, 2009, which was signed by the Mayor on the 5th day of October, 2009, and now remains on file and on record in my office.

WITNESS my hand and the official seal of the City of Indianapolis, Indiana, this 5th day of October, 2009.



Melissa Thompson
Clerk, City-County Council

(SEAL)

Attachment 10

Clerk of Marion
County Office
Business Hours



MARION COUNTY CLERK'S OFFICE HOURS

November 9, 2009

The hours of business for the Marion County Clerk's Office are as follows:

For cases being filed in the Marion County Clerk's Office

Monday thru Friday (except authorized holidays) 8:00A.M. to 4:00 P.M.

For electronic cases filed with the Marion County Clerk's Office, filings will be accepted seven (7) days a week and twenty-four (24) hours a day. Electronic filings will be dated the day and time they are sent to the Marion County Clerk's Office for review. Electronic filings after 4:00 P.M. during the week or on weekends or holidays will be reviewed the following business day.

Elizabeth L. White
Marion County Clerk

Attachment 11

Proposed contract Marion Superior Court
and Lexis Nexis

SERVICES AGREEMENT

LEXISNEXIS® FILE & SERVE

PROGRAM

This services agreement (hereinafter referred to as "Agreement"), entered into as of _____ (the "Effective Date") by and between the **Marion Superior Court** (hereinafter referred to as "Court") and **LexisNexis File & Serve** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

1.01 The Agreement shall include these Terms and Conditions, any Attachments described herein and attached hereto, and any written supplemental agreement or modification entered into between Court and Contractor, in writing, after the date of this Agreement.

1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Court and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Court or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both Court and Contractor.

1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Court or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to Court, shall govern.

1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against Court solely by virtue of Court or Court's representatives having drafted all or any portion of this Agreement.

1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

1.06 This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION II. DUTIES OF CONTRACTOR

See attached Exhibit A which is included herein by reference.

SECTION III. TERM AND RENEWAL

3.01 The term of this Agreement shall begin upon execution by the parties and shall remain effective through _____, unless earlier terminated as provided herein.

3.02 This Agreement may be renewed beyond the expiration date for a term of one (1) year. Agreements for renewal shall be made by written notice sent by either party, and written acceptance by the other. All other terms and conditions of the Agreement shall remain the same

as set forth herein.

SECTION IV. COMPENSATION

Include fee schedule paragraph.

SECTION V. GENERAL PROVISIONS

5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Marion Superior Court of Indianapolis and of Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the Court for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the Court in any way.

5.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of Court. In the event that Court approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Court shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.03 Necessary Documentation. Contractor certifies that it will furnish the Court, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the Court of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now in and will maintain its good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of the Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality of Court Information.

5.04.1 Contractor understands that the information provided to it or obtained from Court during the performance of its services is confidential and may not, without prior written consent of the Court, be disclosed to a person not in the Court's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Court. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor

shall provide notice to the Court prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the Court that is required to be kept confidential by Court pursuant to Indiana law except as contemplated by this section, clause (d).

5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the Court or any other authorized representative of the Marion Superior Court of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to the Court.

5.06 Ownership of Documents and Materials.

5.06.1 All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this Agreement shall be considered “work for hire” and the Contractor transfers any ownership claim to the Court and all such matters will be the property of the Court. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the Court, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the Court and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the Court. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with Contractor standards.

5.06.2 Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

5.07 Termination for Cause or Convenience.

5.07.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then Court may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing.

5.07.2 This Agreement may be terminated in whole or in part in writing by either party for either party’s convenience upon ten (10) days written notice to the other party. Payment for services to date of termination shall be made on a pro-rata basis; Contractor agrees to

refund any overpayment.

5.07.3 Upon receipt of a termination action for default or for the Court’s convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to Court all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.07.4 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Court are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Court shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received.

5.08 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the Court and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney’s fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The Court shall not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the Court.

5.09 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

to Contractor: to Court:

	Marion Superior Court
	T-1221 City-County Building
	200 E. Washington Street
	Indianapolis, Indiana 46204
	Attention: Court Administrator
	Or by telecopy to the above address at fax number 317-327-3844 with a confirmation copy sent by U.S. Mail to the Court as specified above

5.10 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with Court. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Court may otherwise agree in writing. Should the Contractor fail to continue to perform its

responsibilities as regards all non-disputed work without delay, any additional costs incurred by the Court or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the Court for such costs. The Court may withhold payments on disputed items pending resolution of the dispute.

5.11 **Non-discrimination.** Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this article shall be regarded as a material breach of this Agreement.

5.12 **Conflict of Interest.** Contractor certifies and warrants to Court that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Court.

5.13 **Non-contingent Fees.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty Court shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.14 **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.15 **Applicable Laws/Forum.** The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the Court and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated Court of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

5.16 **Waiver.** The Court's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the Court's rights or remedies.

5.17 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this

Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.18 Attorneys' Fees. Contractor shall be liable to the Court for reasonable attorneys' fees incurred by Court in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.19 Successors and Assigns. Court and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of Court. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Court.

5.20 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, has filed proof of such authority with Court and has obtained all necessary or applicable approval from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by the Court.

5.21 Debarment and Suspension. Contractor certifies to the best of its knowledge and belief the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor certifies it or its principals has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies it or its principals have not within a three year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

5.22 Competition. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of United States Department of Justice Part 66.36—Uniform Administrative Requirements for Grants and Cooperative Agreements To State and Local Governments/Procurement Standards.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

MARION SUPERIOR COURT (“Court”)

By:
Robert R. Altice, Jr.
Presiding Judge

Date:

By:
Tanya Walton Pratt
Associate Presiding Judge

Date:

By:
Gerald S. Zore
Associate Presiding Judge

Date:

By:
Theodore M. Sosin
Associate Presiding Judge

Date:

(“Contractor”)

By:

Date:

Printed:

_____ Title:

APPROVED AS TO FORM AND LEGALITY:

By: Date: Mark A. Mertz Assistant Corporation Counsel

EXHIBIT A – DUTIES OF CONTRACTOR

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms will have the following specified meanings:

"ACH Service" means payment of Filing Fees to the Court through the Automated Clearing House payments system subject to, and in accordance with, the ACH Process Terms & Conditions set forth in this Agreement.

"Authorized User" means any (a) Court employee or authorized agent acting on behalf of the Court and within the scope of the Court's business; and (b) independent contractor or consultant performing information technology services for the Court who (in either case) has agreed to be bound by the terms and conditions of this Agreement and the LNFS standard user agreement on LNFS' s Web Site, and has been authorized in writing by the Court to access, use and otherwise deal with the File & Serve System pursuant to the license under Section 4.1. The Court acknowledges that the Authorized Users will not include any person acting for agencies or entities other than the Court, whether or not part of the same federal, state or local government as the Court.

"Court Documents" means pleadings and other legal documents filed with the Court through the File & Serve System.

"Court User Identification" means the unique user identification name and password issued or otherwise assigned to each Authorized User for access to a.tld use of the File & Senre System.
"Database Information" means all or a portion of the Court's public case and docket files, as the same are periodically updated by the Court, to be made available to LNFS as set forth in the Implementation Guidelines.

"Embedded Third Party Software" means any software acquired or licensed by LNFS from a third party that is utilized as part of the File & Serve System.

"Enhancement" means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release or other change that is released generally by LNFS for users which are situated similarly to the Court.

"File & Serve Services" means the services available to the Court and any Authorized User through the File & Serve System for electronic filing, service, search, storage and retrieval of Court Documents and Information (and all Enhancements thereto), as the same may be amended from time to time.

"File & Serve System" means the LNFS Web Site. User Documentation, Embedded Third Party Software, LNFS Technology, software, services and other items made available to the Court therein, including, without limitation, the File & Serve Services.

"Filing Fees" means statutory filing and other Court fees associated with the filing of Court Documents with the Court.

"Implementation Guidelines" means the Preliminary Recommendations for electronic filing provided by LNFS to the Court, a copy of which is attached as Exhibit A, whereby LNFS will work with the Court to enable it to use and implement the File & Serve Services. It is anticipated that the Implementation Guidelines will be further developed and refined into an Electronic Filing Implementation Proposal and/or Electronic Filing Implementation Plan. As used in this Agreement, the term "Implementation Guidelines" shall include any subsequent Implementation Proposal and Implementation Plan specifically made applicable to this Agreement and which are executed by authorized representatives of both parties.

"Information" means the records, data, materials, and other information, other than Court Documents, accessible through the File & Serve System.

"LNFS Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, products or other technology of any kind, or any Enhancement thereto, used by LNFS in connection with the performance of the Services or made available by LNFS to the Court, any Authorized User or any third party through the File & Serve System.

"LNFS Web Site" means the LNFS Web site (and all Enhancements thereto) located at <http://fileandserve.lexisnexis.com>, together with such other Web sites maintained by LNFS and its affiliates as designated by LNFS from time to time, including Web sites which replace <http://fileandserve.lexisnexis.com> or such other Web sites.

"Original Documents" means the official version of pleadings and other legal documents filed with the Court through the File & Serve System, and which are maintained by the Court.

"Proprietary Rights" means any patent, copyright, trademark, service mark, trade secret or other intellectual property right.

"Services" means the implementation, training, system configuration, consulting or other services performed and to be performed by LNFS under the Implementation Guidelines.

"Standard Service Fees" means those fees set forth on Exhibit B attached hereto.

"System Requirements" means the minimum system and other requirements required for access to and use of the File & Serve System specified in the System Requirements set forth on LNFS' s Web Site and in the Implementation Guidelines, as the same may be amended from time to time by LNFS in its sole discretion. In the event of a conflict between the requirements set forth on the LNFS Web Site and those contained in the Implementation Guidelines, the requirements listed on the LNFS Web Site shall govern.

"Term" means the initial term and any renewal terms as described in Section III Term and Renewal.

"Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity involving the File & Serve System, Court Documents or Information

that is unlawful or otherwise is not expressly authorized under this Agreement or in writing by LNFS.

"**User Documentation**" means the user manuals, online documentation and other materials relating to the File & Serve System provided to the Court and any Authorized User by LNFS.

Section 2, Services and Implementation.

2.1 LNFS Duties.

2.1.1 Services. LNFS will perform for the Court such Services as may be reasonably necessary to carry out the Implementation Guidelines, including, without limitation, actions to: (a) enable registered users to electronically file with the Court under the File & Serve System; (b) configure the File & Serve Services for the Court using court profile settings; (c) enable the Court's staff to access the File & Serve Services; (d) maintain data and documents related to transactions using the File & Serve System; and (e) use commercially reasonable efforts to maintain and display the Court's list of Filing Fees to users of the File & Serve System.

2.2 Court Duties,

2.2.1 The Court shall: (a) provide LNFS with a copy of all applicable rules governing electronic filing of documents with the Court or, if there are no such rules in effect as of the Effective Date, shall use its best efforts to promptly enact rules governing electronic filing of documents with the Court and shall, in either event, promptly provide (or make available) to LNFS all updates to such rules; (b) provide LNFS with a detailed listing of the Filing Fees; and (c) provide LNFS with timely advance notice (not less than thirty (30) days prior to the effective date for such change) of any change in the Filing Fees so that the File & Serve System may be updated prior to the effective date of such change. Notwithstanding anything else to the contrary in this Agreement, no File & Serve Services shall be required of LNFS pursuant to this Agreement before the time that the Court enacts rules governing electronic filing of documents with the Court and has provided a copy of all such rules to LNFS.

2.2.2 In addition to the duties specified in Section 2.2.1, the Court shall: (a) transfer to LNFS all Database Information to be hosted on the File & Serve System; and (b) provide timely Database Information updates to LNFS for the purpose of maintaining current Database Information in the File & Serve System.

2.3 Coordination; Cooperation. The parties will consult and cooperate to coordinate the Services with the Court's other operations (e.g., to ensure that the Services do not unduly interfere with the Court's other operations, to ensure that the Court's other operations do not unduly interfere with the Services, and to provide for reasonably effective, efficient, expeditious and orderly performance of the Services). The Court and LNFS shall cooperate in assisting one another to meet timetable and target schedules required under this Agreement. The Court shall provide timely access to information, shall promptly respond to requests for approvals, and shall make available knowledgeable personnel and decision-makers in the Court for support as

specified in the timetable in the Implementation Guidelines as well as for consultation and meetings needed to resolve open issues.

2.4 Schedule and Level of Effort. LNFS will use commercially reasonable efforts to perform the Services in accordance with any schedule set forth in the Implementation Guidelines, subject to the availability of knowledgeable and authorized Court personnel to LNFS as needed.

2.5 Changes. LNFS and the Court acknowledge and agree that it is impossible to identify in advance all aspects of a project of this magnitude and complexity and that the specifications set forth in the Implementation Guidelines and this Agreement may be modified during the Term of this agreement. Any change in the Services will be subject to agreement of the parties, which agreement will not be unreasonably withheld. Either party may, from time to time, propose changes in the Services to be performed under the Implementation Guidelines (including, but not limited to, additions to the Services, the deletion of Services, changes in the schedule, order or priority of particular Services and changes in the items to be furnished by the Court). If any agreed upon change in the Services causes an increase or decrease in the time required for the performance of any Services, then the schedules for performance of such Services will be equitably adjusted. If the parties agree upon any such change and related adjustments, the parties will prepare, agree upon and sign an amendment to the Implementation Guidelines or other written instrument evidencing such agreement.

Section 3. Support and Training

3.1 Help Desk. LNFS will provide telephone support to the Court and Authorized Users relating to the use and operation of the File & Serve System (other than problems with hardware, Internet or online access, or operating system software or other third party software) as set forth on the LNFS Web Site. While LNFS will use reasonable commercial efforts to respond to inquiries from the Court and Authorized Users, LNFS assumes no responsibility to resolve any problem or defect in the File & Serve System, except as expressly provided herein.

3.2 Training. LNFS will provide a commercially reasonable level of training to the Court and Authorized Users concerning the use and operation of the File & Serve System.

Section 4. License

4.1 LNFS License to Court. Subject to the restrictions and limitations set forth in Sections 5.1 and 5.2, other provisions of this Agreement and the LNFS standard user agreement on LNFS's Web Site, LNFS hereby grants to the Court a nonexclusive, nontransferable license to do the following during the Term: (a) enable any Authorized User to access and use the Court Documents and Information available through the File & Serve System via personal computers in connection with the Court's normal court processes; (b) enable any Authorized User to receive, copy, store, search and upload the Court Documents and Information available through the File & Serve System in connection with the Court's normal court processes; (c) provide or otherwise make available the Court Documents and Information accessible through the File & Serve System to the general public, via an Authorized User, onsite at the Court's location for fair use

with or without charge; provided, that the Court maintains appropriate safeguards and restrictions on bulk copying or redistribution from the File & Serve System of the Court Documents and Information that would interfere with LNFS's ability to generate revenue and continue to operate and maintain the File & Serve System; and further provided that only Authorized Users be allowed direct access to the File & Serve System; and (d) use the User Documentation as reasonably required in connection with the exercise of the rights granted under (a), (b) and (c) of this Section. The Court will maintain the Original Documents filed with the Court through the File & Serve System internally with appropriate safeguards. If the Court is required by law or otherwise to provide a copy of any Court Documents or Information to any third party provider, it will require reasonable restrictions on bulk copying or assist in seeking payment to LNFS equal to LNFS's then-effective fee schedule for copying and printing such Court Documents or information.

Section 5. General Restrictions and Limitations

5.1 Access to the File & Serve System. Section 4.1 sets forth the entirety of the Court's right to access, use and otherwise deal with the File & Serve System. Without limiting the generality of the foregoing, the license granted in Section 4.1 does not include the right to, and the Court will not directly or indirectly, (a) enable any person or entity other than an Authorized User to access and use the Court Documents or Information; (b) enable any person or entity other than an Authorized User to receive, copy, store, search, upload, distribute and make available the Court Documents or information available through the File & Serve System; (c) modify or create any derivative work based upon the File & Serve System; (d) grant any sublicense or other rights in or to the File & Serve System; (e) reverse engineer, disassemble or decompile all or any portion of the File & Serve System or attempt to discover or recreate the source code to any software that is part of the File & Serve System; (f) remove, obscure or alter any Proprietary Rights notice related to the File & Serve System; or (g) engage in or permit its employees or agents to engage in any Unauthorized Use.

5.2 Embedded Third Party Software Restrictions and Limitations. The license granted under Section 4.1 above as it relates to any Embedded Third Party Software is further subject to any restrictions and limitations specified in the terms and conditions displayed with or referenced in any such Embedded Third Party Software.

5.3 Equipment, Services and Facilities. Unless otherwise specified in the Implementation Guidelines, the Court is solely responsible for providing, installing and maintaining at its own expense all equipment, facilities and services necessary to access and use the File & Serve System, including, without limitation, all computer hardware and software, modems, printers, telephone service and Internet access.

Without limiting the foregoing, the Court will provide and maintain a proper environment for uninterrupted access to and use of the File & Serve System and will provide all equipment, services and facilities described in the System Requirements. The Court also is solely responsible for providing all consumable supplies necessary to enable use of the File & Serve Services by the Court and any Authorized User.

5.4 Passwords. Each Authorized User will be issued or otherwise assigned a Court User Identification to access and use the File & Serve System. The Court is solely responsible for ensuring the security and maintaining the confidentiality of all Court User Identifications. The Court acknowledges that any action taken under a Court User Identification will be deemed to have been performed by the Court. The Court will immediately notify LNFS of any Unauthorized Use of any Court User Identification or any other breach of security known to it. In the event of any Unauthorized Use or breach of security, the Court will take all actions reasonably requested by LNFS to terminate such Unauthorized Use or breach of security. Use of any Court User Identification other than as provided in this Agreement will be considered a breach of this Agreement by the Court. When any Court users leave the employment of the Court or no longer need access, the Court is responsible for notifying LNFS using the remove user functionality on the File & Serve Services.

5.5 Modifications. LNFS may alter or modify the File & Serve System from time to time including portions thereof without notice. Such alterations and modifications, or both, may include without limitation, addition or withdrawal of features, data, information, products, services, software or change in instructions. LNFS will provide the Court with reasonable advance notice of any substantial modification to the user interface for the File & Serve System.

Section 6. Fees

6.1 Access Fees. LNFS will make the File & Serve Services available to the Court and Authorized Users. The sole charge for such access shall be the Standard Fees set forth on Exhibits B.

6.2 Filing and Other Court Fees. If the Implementation Guidelines require ACH Service, LNFS will, on behalf of the Court and as an accommodation to the Court, collect all Filing Fees for Court Documents filed pursuant to this Agreement from users of the File & Serve System and will initiate payment of such Filing Fees to the Court in accordance with, and subject to in all respects, the ACH Process Terms and Conditions attached hereto as Exhibit C, the terms of which are incorporated herein by reference, within 24 hours (excluding weekends and holidays observed by LNFS, the Court or the U.S. Federal Reserve Bank) of acceptance by the Court's clerk of courts of the filing to which the fee relates.

LNFS shall not be responsible for payment of any Filing Fees owed to the Court by any users of the File & Serve System. Payment of any such fees shall be the sole responsibility of the user of the File & Serve System who submits the Court Documents to the File & Serve System for filing with the Court. If a user of the File & Serve System fails to pay the required Filing Fee for services rendered to such user pursuant to this Agreement, the Court will provide such assistance, as may reasonably be requested by LNFS, to enable LNFS to collect any amounts owed to it by such user for Filing Fees paid to the Court by LNFS on behalf of such user. The Court shall notify and instruct all users of the File & Serve System that users are to address all credit and refund requests related to Filing Fees directly to the Court. The Court shall, after confirming that such user paid such Filing Fee to LNFS, handle and distribute all such credit and refunds directly to the user. LNFS may terminate or suspend access rights for users of the File &

Serve System who fail to pay all amounts owed to LNFS in a timely matter. LNFS will notify the Court of any non-paying users.

6.3 Cost Recovery. For file and serve transactions executed with the Court through the LNFS System during the term of this Agreement, LNFS will pay to the Court cost recovery fees as follows:

- 1 LNFS will pay the Court a flat fee of \$5.00 per case filed Transaction, which is defined as a discrete separately billable paid transaction for the filing of a new Court case Document; and
- 2 LNFS will pay such fees to the Court monthly, within 30 days of the close of each calendar month. Payments shall be made in U.S. dollars. Following each calendar quarter, LNFS shall provide the Court with a statement showing the number and types of transactions with the Court and the resulting cost recovery fees owed for the quarter.

Section 7, Term and Termination

7.1 Term.

7.1.1 License Term. The term of the license granted under Section 4.1 will commence as of the Effective Date and will continue, unless otherwise terminated in accordance with Sections 7.1.2 or 7.2, for an initial term of two years. Thereafter, this Agreement shall automatically renew for successive additional two-year terms unless either party gives the other notice of termination at least six months prior to the expiration of the then current term.

7.1.2 Effective Date. Except for Sections 10, II, 12 and 13, which shall become effective upon execution of this Agreement by both parties, the parties' obligations under this Agreement shall not become effective until the date (the "Effective Date") upon which both of the following conditions (the "Effective Date Conditions") have been satisfied or waived by written waiver executed by both parties:

- (a) The receipt by the Court of the Indiana Supreme Court's authorization to implement the Court's e-filing plan; and
- (b) Written acceptance by the Court and LNFS of the form, format and other required specifications for any required data exchanges between the File & Serve System and the Court's case management system.

If the Effective Date Conditions have not been satisfied or waived on or prior to June 30, 2010, either party may terminate this Agreement by written notice served upon the other party which termination shall be effective upon receipt of such notice unless a later effective date is specified in such notice.

7.2 Termination. If either party commits a material breach or is in material default under this Agreement, then the other party may give such party written notice of the breach or default. If the breaching or defaulting party fails to cure the breach or default within thirty (30) days after

receipt of such notice (or such later date as may be specified in such notice), then the Term will terminate without any further notice or action by the terminating party.

7.3. Effect of Termination. Upon termination of the Term, the license granted under Section 4.1 of this Agreement will terminate and the Court will immediately discontinue use of the File & Serve System. For thirty (30) days after the effective date of any termination or expiration of this Agreement, other than a termination pursuant to Section 7.1.2, the Court shall have the right to download from a file transfer protocol ("FTP") site designated by LNFS an electronic version of all publicly filed Court Documents and Database Information related to the Court which are available on the File & Serve System.

Section 8. Proprietary Rights

8.1 LNFS Proprietary Rights. The File & Serve System, File & Serve Services, LNFS Technology and LNFS Web Site (including the URL) constitute or otherwise involve valuable Proprietary Rights of LNFS. No title to or ownership of the File & Serve System, File & Serve Services, LNFS Technology or LNFS Web Site, or any Proprietary Rights associated therewith is transferred to the Court or any third party under this Agreement.

8.2 Protection of Proprietary Rights. The Court will not infringe or violate, and will take appropriate steps and precautions for the protection of, LNFS's Proprietary Rights. Without limiting the generality of the foregoing, the Court will (a) maintain access and use restrictions sufficient to prevent any Unauthorized Use; (b) not make the File & Serve System, File & Serve Services or LNFS Technology available to any third party without the prior written consent of LNFS; and (c) otherwise use its best efforts to prevent any Unauthorized Use.

8.3. Court Documents, Database Information. Subject in all respects to the rights granted to LNFS under this Agreement, the Court hereby retains all rights it possesses in and to the Original Documents and the Database Information. Neither the Court nor, to the Court's knowledge, any other party claims any copyright in any Court Documents or Database Information. Both LNFS and the Court shall have the right to provide copies of Court Documents filed through the File & Serve Services and Database Information retained in File & Serve Services to any person requesting such copies, provided that such Court Documents are not "Under Seal" by the Court, which rights shall survive the termination of this Agreement. For those portions of the Court Documents and Database Information which the Court places "Under Seal", the Court shall follow the procedures outlined in the Implementation Guidelines. If a Court Document is not correctly indicated as "Under Seal" by the Court, LNFS shall not be responsible to restricting access to such Court Document.

Section 9. Limited Warranty and Remedies

9.1 Information and Court Documents. The Court acknowledges that LNFS does not edit, and cannot verify, the completeness, propriety or accuracy of any Information available through the File & Serve System. LNFS has no control over the contents of any Court Document filed with the Court through the File & Serve System and will not be responsible for any claimed loss of

privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Court Document. WITHOUT LIMITING THE FOREGOING, THE COURT FURTHER ACKNOWLEDGES THAT LNFS MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY COURT DOCUMENTS FILED WITH THE COURT THROUGH THE FILE & SERVE SYSTEM.

9.2 Performance Warranty. LNFS warrants to the Court that the File & Serve System will, when properly operated, be capable of performing the functions described in the User Documentation. If the File & Serve System fails to comply with the warranty set forth in this Section, LNFS will, at its expense, use commercially reasonable efforts to supply patches, workarounds or other corrections.

9.3 Exclusions. LNFS's warranties do not apply to any (a) use not in accordance with this Agreement or the User Documentation; (b) modification, damage, misuse or other action of the Court or any third party; or (c) use of the File & Serve System in combination with any other goods, services or items not provided by LNFS.

9.4 DISCLAIMER. THE WARRANTY AND REMEDIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF LNFS AND REMEDIES OF THE COURT, EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY, MISDELIVERY, INFRINGEMENT OR NONCOMPLIANCE IN THE FILE & SERVE SYSTEM, FILE & SERVE SERVICES OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED BY OR ON BEHALF OF LNFS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE),

9.5 Embedded Third Party Software. Except as otherwise agreed upon by the parties in writing, the warranties, obligations and liabilities of LNFS and the Court's remedies with respect to any Embedded Third Party Software will be limited to whatever recourse may be available against the third party provider of such Embedded Third Party Software and are subject to such additional restrictions and other limitations as may be displayed in or referenced by such Embedded Third Party Software.

9.6 Remedies. As its sole remedy, if LNFS substantially fails to satisfy or perform its duties and obligations in this Agreement, the Court may exercise the following remedial actions. Substantial failure to satisfy or perform its duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance or inaction by LNFS relating to a material duty or obligation of LNFS under this Agreement.

A. Suspend LNFS's performance pending necessary corrective action as specified by the Court without LNFS's entitlement to adjustment in the performance schedule; and or

B. Request the removal from work on the project of employees or agents of LNFS whom the Court justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise

unacceptable, or whose continued employment on the contract the Court deems to be contrary to the public interest or not in the best interest of the Court; and or
C. Terminate this Agreement subject to, and in accordance with, the requirements of Section 7.2.

Section 10. Limitations of Liability

10.1 Specific Events. The following is a non-exclusive list of events and occurrences for which LNFS disclaims any and all liability for any losses or damages incurred by any party as a result thereof:

- i. Problems relating to telephone lines or other transmission or receiving devices or equipment not entirely within LNFS' s exclusive control;
- ii. Unavailability of telephone lines or other electronic transmission lines or equipment for connectivity to the Internet (including but not limited to any LNFS supplied telephone or electronic transmission lines in use) that results in the inability to reach LNFS for the purpose of document transmission or receipt;
- iii. Transmission errors and system failures, except transmission errors and system failures resulting from the gross negligence or willful misconduct of LNFS or its employees or agents;
- iv. Any alteration or destruction of material transmitted through the File & Serve Services;
- v. Alteration or destruction of information on the Court's computer service or elsewhere resulting from the transmission of computer "viruses," other damaging or destructive software or software components, or acts of computer hackers;
- vi. The speed, access, security, or delivery of documents via the Internet;
- vii. Any failure or interruption of the Internet or data or material transmitted thereon, whether caused by hackers or otherwise: and
- viii Any actions of any third party who is not an employee or agent of LNFS.

10.2 No Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Time Limitation on Asserting Claims. No claim, regardless of form, which in any way arises out of or relates to this Agreement, the File & Serve System, or the use of, or inability to use the File & Serve Services or access the Court Documents or Information, may be made, nor action based upon such claim brought, by any party more than one year after the basis for asserting the claim is discovered or should have been discovered by the party desiring to assert it.

Section 11. Confidentiality.

11.1 LNFS and the Court agree that they will not, during the term of this Agreement and for two years thereafter with respect to all Confidential Information (as hereinafter defined), disclose, nor permit any of their employees or agents to disclose, to any other person or entity any Confidential Information received from the other. Either party shall have the right to disclose Confidential Information to related agencies for the State of

Indiana, or to its parent, or its parent's subsidiaries, and its and their employees and agents on a "need to know" basis only.

11.2 The term "Confidential Information" means (a) proprietary or trade secret information which is clearly labeled or designated as confidential by the disclosing party, (b) information regarding technical specifications (except for minimum hardware and software requirements which will be required of Authorized Users) utilized by LNFS to implement and maintain the File & Serve System, (c) the provisions of this Agreement (unless disclosure is otherwise required by law), (d) the names and addresses of the LNFS vendors, contacts and customers, and (e) any financial, revenue, usage or transaction information provided to the Court by LNFS in connection with this Agreement or the services provided by LNFS under this Agreement.

11.3 Confidential Information does not include any information which (a) is already known to the receiving party, (b) is or becomes publicly available, other than by unauthorized disclosure by a party, (c) is lawfully disclosed to the receiving party free of any obligation of confidentiality, or (d) is required to be disclosed by the receiving party pursuant to applicable law.

EXHIBIT B – IMPLEMENTATION GUIDELINES

Below is an outline of the various types of recommendations and guidance that is provided to the Court by the LNFS Implementation Team in providing consultative services in all the following areas.

The LNFS Implementation Manager and the Court will work together for a final recommendation of the very specific Implementation Plan, which, depending on the project may include an Implementation Schedule and Project Plan, System and Technical Requirements and Analysis, Workflow Analysis, and a Data Analysis of the Court's provided data. Additional documentation and workflow procedures may also be provided as the project proceeds.

Based on discussions with Court personnel, the following options may be suggested for consideration to implement electronic filing within the Court.

1. Case Identification

- The scope of case type and case classes will be determined and identified for the File & Serve solution for e-filing and e-service of documents.

2. Implementation Dates

Dates will be provided for the implementation of the e-filing program that will be agreed upon between the Court and LNFS. Additional dates will be determined for Court and law firm training and other steps necessary for the implementation and as further specified in the Implementation Schedule that will be attached to the Implementation Plan.

3. Technical and Hardware Overview

The minimum technical hardware recommendations for the Court's e-filing project will be documented. In summary, the following minimum system requirements are recommended for all Court users who will be accessing the File & Serve System to review and access documents:

- Access to an Internet browser
- Adobe Acrobat Viewer, version 6.0
- Networked Printer -at least one for each department
- Windows 2000/NT Work Station or Windows XP or higher
- Scanner with automated document feeder for Clerk(s)

4. Onsite Document Storage & Archival

The Court may receive copies of documents electronically filed for purposes of onsite storage and archive via the data transfer process with LNFS. This feature will allow for information to move between the court's Case Management System and LNFS for more efficient data management.

5. Collection of Court Fees

It is recommended that the Court utilize Automated Clearing House (ACH) transactions that allow for daily transfer of statutory fees paid up front directly to the Clerk's bank account. A LNFS invoice will be provided to attorneys monthly for all fees.

6. Data Transfer Options

Document download is just one data transfer mechanism. This will facilitate the process of transmitting documents from the File & Serve System to the Court's document management system. This process requires the Court to select what it wants to receive in the nightly data files and PDF documents by using a UI checklist of data elements that are available to receive. The Court will maintain their own translation tables to format the data for their CMS. The transmitted data is available in Excel, XML and Access files. The Court may create a process to receive the data from an FTP site. LNFS does not push the data to the Court's system directly. A logon and password for the FTP site for the Court will be set up.

6.1 ECF 4.0 Compliance and future state. ECF 4.0 is a standard that was developed by OASIS (**Organization for the Advancement of Structured Information Standards**) in the effort to create e-file integrations that can be standardized and repeatable, which was something the Marion County Court's e-filing committee saw as an inevitable need given the various providers of e-filing that are now available. ECF 4.0 utilizes the standard LegalXML 1.x format.

LexisNexis File & Serve and Marion County will be utilizing the Document Download process as the integration component between the two applications for the e-file pilot project. The court has received detailed documentation regarding the fields of data that can be downloaded in a LegalXML format via a secure FTP site. During the document download process (DocDownload), the court can choose the specific filing values, as well as the e-filed document, in an XML file that is compliant with the OASIS LegalXML 1.x standard.

However, it is important to note that ECF 4.0 is not just about LegalXML 1.x standard formats, but it is also about the way ECF-compliant systems interact. The DocDownload service through File & Serve is a data-export only service and currently does not implement the ECF 4.0 standards regarding system interactions. So while the DocDownload process can produce files in an ECF 4.0 format, it is currently not ECF 4.0 compliant in that it does not include the ECF 4.0 standards for system interactions as it is a one-way data-export only service.

LNFS is currently evaluating a re-write of its DocDownload service to change the underlying technical design so that it can facilitate the easy adoption of new XML formats. The timing of any rewrite of the DocDownload service would be shared with the Court at the earliest opportunity so that way the Court would be aware in advance of any changes to be made.

LNFS states to the Court that the File & Serve System will, when required by the Court be capable of producing ECF 4.0 or current standards files as required by the State Court Administration, and LNFS will, at its expense, use commercially reasonable efforts to supply patches, workarounds or other corrections as required.

7. Law Firm Participation

Address the requirement of attorneys to electronically file within all case types noted in the Implementation Plan. Under this requirement the attorneys will be mandated to participate in the electronic submittal of documents through the File & Serve System as a subscriber.

8. Public Access Terminal

Determine whether Public Access Terminals (PAT) will be located within the Court for access to case information by all non-subscribers and/or Pro Se litigants involved in e-file cases. The PAT can also be used to access and research publicly e-filed documents.

9. Electronic Filing Court Order or Court Rules

Address the court/judicial order that will mandate complete participation by attorneys in electronic filing and service in all designated case class and case types listed under case identification.

10. Clerk Review

LNFS provides Clerks the ability to log into the File & Serve System to view and review all filed documents in queue for clerk review. The Clerk may review the electronically filed document(s) for correctness including review of the document(s) attached, fees assessed, etc.

11. Change Control

The File & Serve system is capable of providing Clerks and firm personnel the ability to update changes to a service list as needed. Necessary protocol for making such changes would be established and would include users submitting an online request for changes to service lists and case information within LNFS.

12. Training

Times and locations for training all clerk and court staff utilizing LNFS for access and/or filing will be provided. The LNFS Implementation Manager and LNFS staff will also provide times and locations for training to all firms participating in designated e-filing cases.

13. Workflow Recommendations

The LNFS Implementation Team may provide recommendations for changes to the Court's existing workflow in order to provide the most efficient implementation and use of the File & Serve system.

Exhibit C -Standard Service Fees

Exhibit D -ACH Process Terms & Conditions

Court Filing Fee Collection Process -A Guide for Judiciary Personnel

A SUMMARY OF THE ACH PROCESS

When a law firm electronically files a document through LNFS, court clerks will review the filing and decide whether to ***accept or reject*** each document and ***approve*** the filing fee amount due. If there are any edits performed during the clerk review process to court fees, an adjustment shall be made to the court transaction and automatically noted in an email to the filer and authorizing attorney. Once an e-filed document is accepted, the Direct Payment Process begins. LNFS will electronically transfer court filing fees to your court's bank account for accepted documents and approved filing fees for all e-file documents through the U.S. Federal Reserve Bank's Automated Clearing House (ACH) payment system (Direct Payment).

-The Direct Payment Process is designed to automate the collection and processing of the court filing fees.

-The courts can reconcile their accounting records to the e-file system via reports summarizing transactions by court, by day.

-Because the authorized fees will be transferred to your bank electronically, court clerks will not receive cash or checks related to filings, however proper reconciliation of the cash account by the appropriate personnel is necessary.

-The law firm can also reconcile their accounting records to the e-file system via reports summarizing transactions by law firm, by day (see below).

Upon ***acceptance*** of the document by the court clerk and ***approval*** of the filing fee, LNFS performs the following:

Each business day at approximately 2:00 A.M Central Time, the Court Fees associated with documents ***accepted, with approved filing fees*** between 2:01AM Central Time of the prior business day and 2:00 AM Central Time of the current business day will be batched by LNFS for Direct Payment Processing. This transaction will be initiated as soon as practicable that day (generally 8:00 AM Central Time).

For an overview of the ACH payment system, see <http://www.newyorkfed.org/aboutthefed/fedpoint/fed31.html>